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The Solicitors' Journal.

LONDON, FEBRUARY 15, 1868.

THE FOLLOWING members of the bar are, we understand, to receive the honour of a silk gown. Mr. Higgin, Mr. Holker, and Mr. West, of the Northern circuit; Mr. Matthews and Dr. Kenealy, of the Oxford circuit; Mr. Fitzjames Stephen, of the Midland circuit; Mr. Shee and Mr. Stuart of the Chancery Bar; Serjeant Simon (patent of precedence), of the Northern circuit; Mr. A. Staveley Hill, of the Oxford circuit, and Mr. J. A. Russell, of the Northern circuit. There is one other gentleman whose name has not reached us, who is also to receive "silk."

WE ARE INFORMED that a gentleman, admitted as a solicitor in Calcutta, has lately commenced practice as agent in Indian appeal cases, before the Judicial Committee of the Privy Council. This, we believe, is the first instance of any one, not duly admitted in this country, practising at the Privy Council; and it is therefore not a little difficult to find out whether the practitioner is justified in doing so or not, especially as there does not seem to be any definite rule on the subject. Mr. William Macpherson, in his "Practice of the Judicial Committee," says, in a note at p. 65, that "the solicitor or agent in an appeal before the Judicial Committee is not necessarily a solicitor or attorney of any of the Superior Courts at Westminster, and there seems to be no special qualification required." He, however, does not give any authority in support of his statement. In the statutes relating to appeals from India the word "agent" is made use of, and the question is whether this word is to be understood in its technical or literal sense. It would seem from analogy that "agent" means a person who has right of audience in our courts of justice, and a person admitted in Calcutta has no such right. Country solicitors are bound to employ solicitors to act as their "agents." An admitted attorney or solicitor is an officer of the court. Is the agent who is not so admitted such an officer of the court? Has the Court the same summary powers over him as in the case of duly qualified attorneys?

We mention the case in the interest of the profession at large, for if it is allowed to become a precedent there is sure to be a large number of irresponsible men coming to practise here as agents in the Privy Council. Some steps ought forthwith to be adopted by the representatives of the profession to test the legality of the question and to induce the judicial committee to adopt some definite rules as to the admission and practice of agents. We may state that we have heard nothing against the gentleman we have referred to either as an Indian lawyer or a respectable man.

WE EXPRESSED last week an opinion unfavourable to the alleged right of an unpaid landowner of enforcing his lien against a railway company, by the sale of the land taken from him, and we, therefore, feel bound to mention an order made a few days ago by the Master of the Rolls in a landowner's suit against the Crystal Palace and South London Junction Railway Company, following that made in *Walker v. Ware Railway Company*, and directing a sale in default of payment. The case, how-

ever, was hardly argued, and no one seemed inclined to suggest as *amicus curiæ* that the decisions referred to in our last week's article had at least thrown some doubt upon the correctness of that order. This at least is certain, that on two occasions Vice-Chancellor Malins, a judge by no means lenient towards defaulting companies, felt himself debarred by authority from making such an order, so that, while the opinions of his colleagues remain unaltered, "No landowner need apply" might fairly be written on the door of his court as a warning to that class of suitors to seek a more indulgent tribunal. The judgments in the Cambrian Railways Company case do not throw much light on this question, although the Vice-Chancellor Wood was evidently inclined to increase to the utmost the value of the vendor's lien, and some remarks of his read like an admission of the doctrine that it may be enforced by sale. We are still unable to assent to this; a sale of the land, if a sale in any intelligible sense of the word, and not a mere transfer of the lien, must involve a right to possession and to an injunction, and we cannot believe that this kind of relief would be granted.

The provisions of the Lands Clauses Act, for securing compensation to the owner for land taken from him without his consent (provisions, we may observe, rendered more effectual by the recent Act), might be held to justify an assertion that in the case of land taken by a Railway Company vendor's lien is excluded, and the only remedies of the owner are those given by that and the special Act; but allowing the lien to exist, the most reasonable consequence we can suggest would be that it should entitle the claimant to a receiver, not of the earnings of the whole line, but of those gained on the portion of land in respect of which he claims the lien, and which could be ascertained according to the method adopted in determining the amount of poor rate payable by the Company for its land in a particular parish. Perhaps, still regarding what ought more than what is likely to be done, some allowance should be made to creditors in respect of rolling stock and other necessary machinery for working the line, which might be done in the shape of a rent to be estimated for the articles so used, but there remains the difficult question of priority between the land owner and the debenture holder. Now, the first, though we would apply for his benefit a certain proportion of the tolls, has strictly a charge only on a specific portion of the Company's line, and none whatever on the tolls, while the latter has an undoubted mortgage of the "undertaking," and must therefore, we think be preferred to the former. The 23rd section of the recent Act can, in our opinion, be explained consistently with this priority, but it would involve us in too long a discussion to give our reasons now. It may be observed that under a provision in this Act the unpaid vendor, after recovering judgment in his character of general creditor, can obtain the appointment of a receiver; but this provision does not affect any question of priority.

THE ELECTION of the coroner for West Middlesex takes place next week, the polling places being Uxbridge, Brentford, and Hammersmith, and the hours 8 a.m. to 4 p.m. We do not enter upon the question of the personal merits of the respective candidates, but, *ceteris paribus*, it cannot be denied that a lawyer possesses a very material qualification which is wanting to the member of any other profession; we are not, however, about to repeat the observations which we have so frequently made upon this topic.

A GENTLEMAN connected with one of the county courts gives us the following estimate of the probable effect of the new County Court Act.

"The following figures, mainly rough estimates, will serve to indicate with tolerable accuracy the changes that may be expected. The number of plaints issued in county courts may be taken in round numbers as 1,000,000. The num-

ber of writs issued in the three superior courts are a trifle in excess of 100,000; of these about two-thirds are for sums under £20, or say 70,000. Supposing the whole 70,000 cases to go to the county courts, the number of plaintiffs will be one in fourteen added to the present issue. Should the increase be spread equally over the whole 518 courts it is easy to estimate for each court what the local increase will be. The courts in great commercial centres will of course have a little more than their proportion in point of numbers, but not sufficient to materially disturb the general rule. In London the City court will doubtless obtain the greatest share in the increase. Westminster will stand next, and the others in something like the following order: Southwark, Shoreditch, Clerkenwell, Whitechapel, Lambeth, Marylebone, Brompton. The courts at Liverpool, Manchester, Birmingham, will stand in a similar position to the three or four first-named Metropolitan courts, that is, they will have more than one-fourteenth added to their number of plaintiffs. But allowing for the fact that in large towns the claims are to a far greater extent on simple contract, such as for goods sold and delivered, than in rural districts, the greater increase in the number of causes in large towns will be balanced by the less simple nature of the new causes brought in the rural courts. Hence, it will be very near the mark to say that the work of the judges and other officials will all round be increased about one-fourteenth. Most of the courts have fluctuated more than that proportion during the last five or six years without any change in the law. In some cases the fluctuation has been as much as one-sixth. The provisions for sending causes from the superior courts, where plaintiffs fail to give security, will not perceptibly affect the general business, and the clauses relating to ejectment where title comes in question, and those applying certain provisions of the Common Law Procedure Act as to attachment of debts, will not add probably so much to county court business as did the Equitable Jurisdiction Act of 1865. That Act has been in operation about two years and a-half, and has not added above one cause in 1,500 to the previous business. Spreading the 70,000 superior court causes over the 518 county courts will of course have the effect of injuring the London legal agency business to the advantage of country practitioners.

Counsel may occasionally get a county court brief where they have before had none, but on the whole it is very doubtful whether they will miss at Westminster Hall or Lincoln's Inn the business now to be distributed over the whole country.

Of course this view does not take into consideration the possible increase of litigation,—the possibility that the county court cause lists may be swelled by cases which under the old system would not have been litigated at all, and the possibility that should the superior courts be relieved of any considerable portion of their present work, the vacancy may be filled up by litigants who would otherwise have been deterred by the delay to be apprehended from a pressure of business.

AMONG THE MANY doubtful points which the Companies Act of 1862 has left open for the annoyance of judges and the impoverishment of shareholders and creditors is the question, whether where a voluntary winding-up has been commenced and an official liquidator appointed, and subsequently this voluntary winding-up has been continued under the supervision of the Court, the Court has then power to remove the official liquidator so appointed by the company. Beyond question the Court, as a matter of convenience and safety ought to have the power,—indeed, one can scarcely conceive anything more ridiculously awkward than the existence in a winding-up under the supervision of the Court, of an official liquidator irremovable by the Court on "due cause" shown. The question, of course, is has the Companies Act bestowed this power upon the Court?

In compulsory windings-up, the removal of official liquidators is governed by section 93 of the Act, and with reference to the case of simple voluntary winding-up, the governing section is section 141. In these cases there is no doubt. In the case of voluntary winding-up under supervision, section 150 provides that "where an order is made by the Court for a winding-up

under the supervision of the Court, the Court may, in such order or in any subsequent order, appoint any additional liquidator or liquidators; and any liquidators so appointed by the Court shall have the same powers, be subject to the same obligations, and in all respects stand in the same position, as if they had been appointed by the company; the Court may from time to time remove any liquidators so appointed by the Court, and fill up any vacancy occasioned by such removal, or by death or resignation." And the question is, Does this extend to empower the removal by the Court of an official liquidator previously appointed by the shareholders?

In *Re the Old Wheel Mining Co., Ex parte Pulbrook, Ex parte Rawlings*, 13 W. R. 3, an appeal against two orders of the Vice-Warden of the Stannaries, the Lords Justices were apparently divided in opinion upon the point. Lord Justice Knight-Bruce was clearly of opinion that the Court had the power, under a voluntary winding-up continued under supervision, to remove an official liquidator who had been appointed by the company; Lord Justice Turner, on the other hand felt considerable doubt. The order of the vice-warden, removing the official liquidator in question, was, therefore, upheld.

In *Re The United Merthyr Collieries Company (Limited)*, which was an application for a compulsory order to wind-up a company in course of a voluntary winding-up, Vice-Chancellor Wood held that there was no doubt that the Court had power to remove either or both of the liquidators, either under a voluntary winding-up or under an order for voluntary winding-up under supervision, and the Court continued the voluntary winding-up under the supervision of the Court, reserving to the petitioners liberty to apply for the removal of liquidators.

In *Re Marseilles Extension Railway & Land Company*, 15 W. R. 1167, 4 L. R. Eq. 692, Vice-Chancellor Malins said, "I am of opinion that under the 141st section of the Act I have a discretionary power to remove the liquidators appointed by the company. It would be most inconvenient if the Court had not the power to remove any officer employed in the winding-up." In a subsequent case, unreported, *Re Scottish Granite Company*, Vice-Chancellor Malins has exercised the discretionary power he speaks of in the *Marseilles Extension Company's* case and removed a liquidator appointed by shareholders in a voluntary winding-up, which had subsequently come under the supervision of the Court. In this instance the liquidator had gone out of the jurisdiction, and it might certainly have proved "most inconvenient" had he not been removed from his office of liquidator.

It seems, therefore, that as far as subsequent decisions have gone, the result of the decision in *Ex parte Pulbrook (ubi sup.)* has been approved by the Chancery Judges. Judges have, of course, not to make law but to construe it, but where the law is so clumsily expressed as in the case of the Companies Act, 1862, there is a great opportunity for judicial arguments *ad inconvenienti*; besides which, having regard to the general scope of the winding-up provisions of the Act, and to the 151st section, which seems to incorporate the general powers of the Court under compulsory windings-up, these perplexed sections of the Act appear of their own phraseology to support the view adopted by Vice-Chancellors Wood and Malins.

REMEDIES OF INDORSEES OF BILLS OF EXCHANGE AGAINST GOODS.

In the case of *Inman v. Clare, Johns. 769*, which was a suit by the Bank of Liverpool, as discounters of certain bills of exchange against, the acceptors of the bills, to have the proceeds of a cargo of cotton in their hands against which the bills had been drawn applied in discharge of the bills, Vice-Chancellor Wood is reported (p. 776) to have said "that the plaintiff had a right to the relief he sought by virtue of a memorandum of transfer, which was given to the bank by the drawers

at the time the bills were discounted, and that it followed from the cases of *Ex parte Waring*, 19 Ves. 345, *Ex parte Parr*, Buck's Bankruptcy Cases, 191, and other cases of that description, *Powles v. Hargreaves* 2 W. R. 21, 3 D. M. & G. 430, among the number, that except as claiming under that memorandum, the holders would not be entitled to sue. "That the mere holder of a bill, and holder, would not have any equity to insist that goods were specifically appropriated in respect of the bills."

It must be remembered that in this case the drawers of the bills were bankrupt, and the acceptors had stopped payment; otherwise, of course the question could not have arisen, as the holder would have been able to obtain payment, without having recourse to the specific goods. If the meaning of the Vice-Chancellor was that but for the memorandum a court of equity was not the proper court to enforce the equity in question, and that the bank should have taken proceedings to make the acceptors bankrupt, and should have petitioned under the bankruptcy, to have the proceeds of the goods applied in payment of the bills; following the principle laid down in the case of *Laycock v. Johnson*, 6 Hare 199, that meaning does not appear to be clearly conveyed by the words attributed to him in the report. If his meaning was that the bill holders had no such equity in any court the decision is one affecting most seriously the interests of the commercial world, and hardly seems to be borne out on a review of the cases.

In *Ex parte Waring* (*supra*), bill holders were held to be entitled, on the bankruptcy of the drawer and acceptor, on a petition under the bankruptcy of the latter, to have short bills, which had been deposited with the bankers to secure the payment of the bills held by the petitioners, applied in payment of those bills.

In *Ex parte Prescott*, 1 Mont. & A. 316, A. supplied goods at his own cost to B. & C. which it was agreed should be shipped on the joint account of the three, and that B. & C. should accept bills drawn by A. on account of the return proceeds, and that the bills should be paid out of such proceeds; and it was held that the indorsees of the bills with whom A. had discounted them, although they had no knowledge of the bills being drawn on account of the joint shipment, had nevertheless a lien on the return proceeds of the shipment, which came to the hands of B. & C. subsequently to their bankruptcy. And Sir G. Rose said that he always understood the principle of *Ex parte Waring* to be this: that where the original intention of the parties was to appropriate property to a certain purpose, in such a transaction bankruptcy would not affect that intention, nor deprive third parties of the benefit of it.

In *Ex parte Smith*, 6 Ves. 447, it was decided that the indorsees of notes issued by a bank on the deposit of certain goods as a security for payment of the notes, had a right to have the goods applied in payment of the notes.

The point was afterwards most fully discussed in the case of *Powles v. Hargreaves*, which may be considered now to be the leading case on the subject. It was a suit instituted by bill holders against the trustees of a creditors deed executed by the acceptors of the bills, which provided that the equities of the holders of bills upon any goods in the hands of the acceptors should be reserved, and that all questions which arose on the rights of such bill holders should be decided according to the laws as administered in Bankruptcy. And it was held that the bill holders were entitled to have the consignments against which the bills were drawn applied in discharge of their bills. The counsel in that case referred to the case of *Laycock v. Johnson* (*supra*) as having confined the doctrine laid down in *Ex parte Waring*, to a case where there was a double bankruptcy. But the Lord Chancellor (Lord Cranworth) distinctly laid down that whenever two estates were to be administered by some *vis major* it was immaterial whether such administration was by the Court of Chancery or a court of

bankruptcy; that if it were not so the strange anomaly would arise that the property of the depositor, instead of going to pay his debts, would actually be applied in payment of the debts of the depositors."

Lord Justice Turner, in the same case said, "If it had been necessary to determine the question whether the plaintiffs, the bill holders, had a separate and independent right to sue in respect of these matters, I certainly should have hesitated a long time before I should have affirmed that right, and should at all events have desired further time to consider the question. But the deed which regulates the rights of the parties contains an express proviso that everything in respect of these matters shall be adjudicated on as if the fiat in bankruptcy had proceeded, and that therefore brings the case directly within the doctrine of *Ex parte Waring*. The Lord Justice proceeded to say that it made no difference in the application of the rule that one estate was to be administered in bankruptcy and the other in the Court of Chancery. That there were two parties liable on the bills, one of whom held security; that the other party had a right to insist that the property held as security should be applied in payment of the bills, and that he might sue in equity for the purpose of enforcing that right."

In *Hickie & Co.'s case*, 15 R. W. 954, 4 L.R. Eq. 226, the official liquidators of the Bank of Hindustan, who were the indorsees of certain bills of exchange drawn by Hickie & Co., on the New Zealand Banking Corporation applied that the proceeds of certain shares, deposited by Hickie & Co. with the New Zealand Banking Corporation, to secure payment of their acceptances, and sold by the liquidators of the corporation, should be paid to the liquidators of the bank. The Master of the Rolls recognised the authority of *Ex parte Waring* and *Powles v. Hargreaves*, but decided that these cases did not govern the case before him, inasmuch as in that case at the date of the bankruptcy the drawers' estate was largely indebted to the acceptors. Whatever may be thought of the doctrine that the rights of the indorsees depend on the state of the accounts between the drawer and acceptor, the authority of the case, as bearing out the principle for which we are now contending, is not affected. The result of the cases appears to us to be that it is clear that in the absence of any memorandum transferring the bills of lading, and even in the absence of notices that any such bills of lading are held by the acceptors of bills of exchange as security, the holders of such bills have an equity to have the proceeds of such bills of lading applied in discharge of the bills of exchange; that it is clear they can insist on this equity by a petition under the bankruptcy; that it is doubtful whether they can sue for that purpose in equity, unless in a case like that of *Powles v. Hargreaves*, where the acceptors' property was vested in trustees; that Lord Justice Turner did not express any opinion adverse to such right; and that therefore whether they have such right or not still remains an open question.

GREAT AND SMALL OFFENDERS.

(From the Pall Mall Gazette.)

THE *Weekly Reporter* of Saturday, the 1st inst., which contains the Yarmouth Hotel case *Henderson v. Lacon, Bart., and others*, (16 W. R. 328) also reports three criminal appeal cases, viz., *The Queen v. Steels*, (16 W. R. 341,) and *The Queen v. Hunter*, (16 W. R. 342,) both decided in the Court of Criminal Cases Reserved, on the 23rd of November last, and *The Queen v. Dorey*, (16 W. R. 344,) decided in the same court on the 18th ult.—all three being cases of "false pretences," all three under consideration nearly at the same time with *Henderson v. Lacon, Bart.*, and all three decided against the prisoners, who were men belonging to the lower ranks of life, and one of them (Steels, a coalheaver) to the very lowest. An impartial consideration of these two

classes of cases—the civil and the criminal—certainly suggests some perplexing reflections as to the reason of any distinction in the procedure.

The Vice-Chancellor found against Sir E. Iacon, Bart., M.P., and his four fellow directors of the Yarmouth Hotel Company (Limited) the following facts, according to the law reporter whose words we condense: "That the whole scheme was that the directors were to have their shares found them by the future company out of £2,500 promotion-money to be paid to Howes (the promoter of the scheme) by the future subscribers." That, to induce those future subscribers to come forward and "find the money," a prospectus was prepared (in February, 1865) containing "the clear and express misrepresentation" following: viz., "The directors and their friends have subscribed a large portion of the capital, and they now offer to the public the remaining shares;" that "the truth was that the directors had subscribed nothing, and that 'their friends' (taking that word not as necessarily meaning intimate friends, but extending it to persons who, though not even known to them before, might have been influenced or induced by them to take shares) consisted of one firm, who subscribed for 140 shares;" that "such misrepresentation was perfectly patent to the directors," who, nevertheless, admitted in their sworn answer "that they authorised the issuing of that prospectus" containing it, "with all their names to it," and after "communications among themselves;" that "the Court must say that it called that a gross misrepresentation, and that those who sanctioned it must be fixed with the consequences of their having done so;" that "the plaintiff (Henderson), on the faith of the prospectus so sanctioned and containing the misstatement in question, made to them an application in the printed form prescribed by their prospectus;" that they, "knowing his proposal to be based on a misstatement, authorised by them," and "being bound to state everything with strict and scrupulous accuracy," yet allowing him, in entire violation of that "plain duty," to remain under the false belief into which they had "deceived" him, proceeded at once "to fix his contract and allot his shares;" and thereby obtained from him in respect of those shares, by two separate payments, the sum of £100, for the recovery whereof this suit was brought. The Vice-Chancellor, therefore, decreed them to be personally liable to make that repayment with the cost of the suit, and declared the contract to be "as plainly as possible based upon a misrepresentation" (or, as the minutes of the formal decree (p. 330) express it, "the untrue allegation that the directors and their friends had subscribed a large portion of the capital"), and therefore not binding upon the plaintiff.

It used to be a good exception to any civil procedure, in a case sounding in penalties of the criminal law, that an indictment ought to have been preferred and disposed of before any suit of a merely civil character could be brought. As far as we can see, the case of these five directors (innocent or guilty it matters not), as presented by the judgment of the Vice-Chancellor, comes directly within the scope of the 94th section of the Larceny Act, which declares that any director, manager or other official of any public company who is concerned in the publication of false statements or accounts to deceive shareholders or the public, shall be liable to two years imprisonment or penal servitude for more than seven years. What we should like to know is the difference between this Yarmouth Hotel case and the following three cases of criminal appeal reported in the same number of the *Weekly Reporter*.

In *The Queen v. Steels* (p. 341) the prisoner had countermanded an order for a coat worth 14s. 6d. after paying 4s. 6d. on account of that sum, and he had ordered instead of it a coat to cost 22s. Delivery of the latter was made to him by the owner of the shop on receipt of 10s. only, under a mistake occasioned by the prisoner producing the bills of parcels for the countermanded coat. It was held that the prisoner was properly con-

victed of having obtained the coat by falsely pretending that the bills of parcels related to it.

In *The Queen v. Hunter* (p. 348) one of Earl Vane's coalheavers had fraudulently obtained 5d. from his master in respect of the pretended filling of a tub of coals, at 5d. for every tub filled. The pretence consisted in "his placing a certain token in or upon the tub." It was held that he was properly convicted of having the 5d. by the false pretence in question, for (per Kelly, C. B.) "a false pretence may be acted as well as spoken."

And in *The Queen v. Dovey* (p. 344) the prisoner had "passed off" two notes of a bank which he knew to have stopped payment forty years ago. There was no positive evidence of his having stated them to be good notes of an existing bank, nor that they were of no value whatever. But the court properly held that the jury might well, upon the evidence, infer both those points, and the conviction was accordingly affirmed, Chief Justice Cockburn "being only surprised that the case should have been reserved" at all.

Those three prisoners are therefore severally undergoing their sentences of "imprisonment, with hard labour," in Peterborough, Durham, and the North Riding of York, to the general satisfaction of all honest people, and let us hope as a warning to evil-minded persons. But why was the same law not set in motion against the defendants in the Chancery suit? Or rather, for there is yet time, has the Attorney-General's attention been called from his other labours to the performance of what seems to be his very plain and normal duty of now setting that law in motion against those delinquents? If ever there was a time when to visit poor offenders with the severities of penal law, and to let their betters go free was more unsafe than any other, it is the present time. The commercial morality of capitalists was never so low. The temper of the many was never so angry, and their suspicions of unfairness and inequality never so jealous. And they are soon to be "our masters." Against the perils which beset us on every side there can be no safeguard but in the doing of equal justice to all, and in showing the world that we are really doing it.

RECENT DECISIONS.

EQUITY.

UNREASONABLENESS IN DEEDS OF ARRANGEMENT WITH CREDITORS.

Re Richmond Hill Hotel Company, Ex parte King, L.J.C., 16 W. R. 57; in court below, V.C.W., 4 L. R. Eq. 566.

A glance at some articles on the subject of deeds of arrangement with creditors under the Bankruptcy Act, 1861, which have recently appeared in our columns (vol. 11, pp. 1092, 1110), will show that the courts of common law are by no means agreed on the answer to be given to the question whether any, and if any, what kind of unreasonableness will be sufficient to vitiate such deeds. We are glad to find that there is not the same conflict of opinion in Lincoln's-inn on the subject, particularly as the view taken by those equity judges, before whom the point has been argued, appears to us to be the most correct and satisfactory. The deed in the above case consisted of a covenant by the debtor to pay his debts in full, with interest at the rate of 5 per cent. per annum from the date of the deed, at the expiration of two years from that date, and a covenant by the creditors not to sue during that time. A large majority of the creditors assented, but some calls being due to the company, which was ordered to be wound up soon after the date of the deed, the official liquidator endeavoured to enforce payment, contending that the deed was unreasonable, as the creditors received no benefit except the chance of getting more by waiting than by proceeding at once against the debtor. This objection the Vice-Chancellor thought untenable. The deed was one made

between a debtor and his creditors, and relating to the debts and liabilities of the debtor and his release therefrom. He could not regard "unreasonableness" as meaning more than this—that if the majority of the creditors attempted to secure any advantage over the minority the deed was bad. Could he say that the delay of payment for two years made the deed unreasonable? The creditors must judge of that. The following passage from Lord Cairns' judgment, when the case was brought before him on appeal, shows his concurrence with the Vice-Chancellor's expressed opinion:—"It was not the duty of the Court to inquire whether there was any unreasonableness in a bargain made between a debtor and his creditors, but merely to see whether there was any inequality between the different creditors or any ingredient of fraud. If there were no equality in the provisions of the deed, and nothing fraudulent in the transaction, then, whether wisely or unwisely, the law had provided that the minority of the creditors were bound by the majority." The Lord Justice had already expressed the same view in *Ex parte Conen*, 15 W. R. 859, 2 L. R. Ch. 569, and apparently with Lord Justice Turner's concurrence, the latter justly observing, "how could a Court of justice determine what it would be reasonable for creditors to accept under all the varied circumstances of arrangements between debtors and their creditors?" We may conclude, therefore, that in equity at least, in the absence of fraud or *mala fides*, no unreasonableness other than "inequality" will invalidate a deed.

An objection to the deed was taken in the court below on account of the calls due to the company not having been included in the schedule of debts deposited as required by the General Order of 22nd May, 1862. This, the Vice-Chancellor thought, was a question for the Court of Bankruptcy to consider in dealing with the registration, the deed having been registered, all he should regard was, whether it came within the Act or not.

The only point on which the judgment in the court below was reversed was as to the extent of protection afforded by the deed, the Vice-Chancellor having treated it as covering not only calls made prior to its date, but liabilities to future calls. This of course, consistently with *Re Thompson*, 15 W. R. 969, 2 L. R. Ch. 795, could not be allowed, the deed not being a schedule D deed, or one in which it was provided by the Act that the law and practice in bankruptcy should in all respects be applicable. As to future calls, therefore, it was inoperative, and if we were inclined to hold that a deed not fraudulent or unequal could be unreasonable, perhaps the circumstance that it left the debtor exposed to these future liabilities would weigh with us as much as anything, but we have already discussed the question involved in *Re Thompson* (*supra*, p. 54) and will not repeat our criticism here.

RESPONSIBILITY OF SOLICITORS FOR TRUSTEES.

Harries v. Rees, LL. J., 16 W. R. 91.

If the contention of the plaintiffs in this case, who asked for accounts against the solicitors of an administratrix and her husband, had been allowed, the result would have gone far towards depriving trustees and other persons holding fiduciary positions of all professional assistance, for few would be willing to undertake to act as solicitors or agents for such persons on the condition of being held responsible to the *cestui que trust* for an application of all moneys received by them in strict accordance with the trusts. No doubt there are some cases in which, by reason of their dealings with trust funds for their own benefit, agents have been treated by the Court of Chancery as trustees, but it would be a most perverted notion of the rule established by those cases, to say that a solicitor by receiving moneys on behalf of his client, a trustee, had acted in the execution of the trusts so as to be liable as a self-constituted trustee. In *Fyler v. Fyler*, 3 Beav. 561, the question was properly held to be "whether they had so involved their own personal interests in the matter in

which they were concerned as agents that the Court ought to impute to them the character of trustees," and Lord Justice Rolt, in his judgment in the case we are noticing, speaks of the rule as well settled that the solicitor or agent of a personal representative, or a trustee, is accountable only to his principal, and that the *cestui que trust* cannot call the agent to account as trustee unless fraud can be made out against him personally, or unless he, knowing the fraud of the trustee, has derived direct personal benefit therefrom, or unless some other special equity is established against him. The case of *Harries v. Rees*, while it illustrates this rule, also shows the risks to which solicitors are nevertheless exposed. An order had been made in the suit, which was for administration, that all future receipts by the administratrix and her husband in respect of the estates to be administered should be paid into court. Subsequently to the date of this order their solicitors received some moneys forming part of such estates, and after a deduction for costs paid the rest to their clients. For these moneys the solicitors, although the *bona fides* of their conduct was substantiated, were held responsible, it being considered that the moneys were earmarked, and that the solicitors, as officers of the court, were bound to take notice of, and not in any way disobey the order, and not to allow any appropriation inconsistent with it.

Another instance occurs to us of the risk incurred by solicitors acting for trustees. The general rule is that the taxation of a solicitor's bill of costs at the instance of a third party must be as between the solicitor and his client, and not as between the solicitor and the third party, but the Master of the Rolls held in *Re Brown*, 15 W. R. 1030, on reviewing the taxation of a trustee's bill at the instance of a *cestui que trust*, that the solicitor should have considered that the business was trust business, and that the *cestui que trust* was entitled to tax it, and that the circumstance of the client being a trustee could not, therefore, be left out of consideration.

COMMON LAW.

PLEADING.

Ash v. Poupperville, Q. B., 16 W. R. 119.

The Common Law Procedure Acts of 1852, 1854, and 1860 have pretty nearly annihilated the old system of pleading, and have very much simplified and improved this part of our common law procedure. Every now and then, however, a case arises when the old stringent rules are applied. *Ash v. Poupperville* exemplifies this very well. The action was for goods sold and delivered. Plea, payment after action brought of £60 in settlement of the debt and receipt thereof by the plaintiff in satisfaction and discharge of the debt. Demurrer to the plea on the ground that it was pleaded to the whole count, and that it only answered part, as it was only pleaded to the debt and not to the damage claimed. It was held on this ground that the plea was bad. It was contended in support of the plea that the plaintiff was at liberty to confess the plea, and then he would be entitled to his costs up to the time of the pleading of the plea, under rule 23 of T. T. 1853, and that the plaintiff could sign judgment for the damages, as being a part of the count that was not answered by the plea. This argument was very strong, and if the plea had, in express words, been limited to the debt only, this would have been the proper course for the plaintiff to have pursued. By the Common Law Procedure Act, 1852, the old formal commencements and endings of pleas are rendered unnecessary, and it might therefore have been supposed that the plea in *Ash v. Poupperville* was clearly limited to the debt only, although that was not stated in so many words. The Court, however, in effect decided that although the plea was really limited to the debt, and although that clearly appeared upon its face, yet the plea was bad for want of a formal statement of the fact.

* Vide report of Manchester Law Association, in another column.

In such a plea, therefore, it seems that something like a formal commencement is still necessary, notwithstanding the changes introduced by the Common Law Procedure Acts.

WAGERING CONTRACT.

Graham v. Thompson, C. P., Ir. 16 W. R. 206.

By the common law an agreement by way of wager is as valid as any other kind of contract, and the winner is entitled to maintain an action against the loser if the latter fail to pay the amount of the bet. The law upon this point is, however, now regulated by 8 & 9 Vict. c. 109, which renders all agreements by way of gaming or wagering (with some few exceptions), entirely void, and the loser is, therefore, now not liable to be compelled by legal process to pay his bet. Although this statute renders such contracts void, it does not render them illegal. Consequently if A. and B. choose to make a wager, and the loser pays the winner, he does not thereby commit an illegal act, but if he does not pay of his own free will, he cannot be compelled to do so by law. It has also been decided that, where money is deposited with a stakeholder to abide the event of a wager, either party may, before the happening of the event, require repayment from the stakeholder of the money deposited, inasmuch as the agreement under which it was placed in the hands of the stakeholder is void. On the happening of the event the stakeholder is justified in paying over the money to the winner. And so, also, if a person, at the request of the loser of a wager, pay over the amount to the winner, the person so paying can recover the amount from the loser, as having so much money paid to the use of the latter, there being no illegality in the payment. The person paying money under such circumstances is in the same position as one who throws away money at the request of another. There was no obligation to throw away the money, but there was no illegality in so doing, and the money can therefore be recovered by the agent from the principal who directed that application of the money. Such are the general rules on this subject. It seems never to have been decided whether one of two parties who have deposited money with a stakeholder to abide a certain event, can require repayment of the money deposited by him after the happening of the event, but before the stakeholder has paid it over. The Court of Common Pleas in Ireland, on demurrer to a plea, held in effect that, a person depositing money with a stakeholder may recover it back at any time before it is paid over. The Court was much pressed during the argument with a *dictum* of MARTIN, B., in *Savage v. Madden*, 15 W. R. Ex. 910, to the effect that neither party can recover the money deposited after the event has happened. The decision of this question was not necessary in *Savage v. Madden*, and it is therefore a mere *obiter dictum*. The Court of Common Pleas in Ireland show clearly that they disapprove of that *dictum*, and whenever this point has to be expressly decided the *dictum* will probably be overruled, and the case of *Graham v. Thompson* will be a strong authority in favour of a decision to that effect.

SALMON FISHERY ACTS, 1861 AND 1865.

Garnett v. Backhouse, 16 W. R., Q. B. 201.

It is only quite lately that any real attention has been bestowed upon the valuable salmon fisheries which exist in England during the last few years; however, the subject of the preservation of these fisheries has been much discussed, and two very important statutes have been passed, which have for their object the preservation of salmon fisheries throughout the country. These statutes are the Salmon Fisheries' Acts of 1861 and 1865. The case of *Garnett v. Backhouse* is one of the first in which the construction of the latter statute has been judicially considered, and a decision has been given by the Court of Queen's Bench upon an important question as to the power of the commissioners appointed

under that Act. These commissioners are authorised to abate fishing weirs and fishing mill dams, and these two kinds of erections are defined in section 4 of the Act of 1861. "Fishing mill dam," is defined to mean "a dam used, or intended to be used, partly for the purpose of catching, or facilitating the catching of fish, and partly for the purpose of supplying water for milling or other purposes." The commissioners acting under these two statutes, directed a certain dam in the river Ribble to be lowered, so as to allow fish to pass up the river more easily, and *Garnett v. Backhouse* was an appeal against their order. It was admitted in effect that they had no jurisdiction to make the order complained of unless the dam in question was a fishing mill dam within the definition of section 4 of the Act of 1861. The facts which were proved upon the inquiry before the commissioners showed that the dam had been *bonâ fide* erected for milling purposes only, and that it was still used for such purposes, and that it had nothing in its construction beyond what was required to supply the mill with water. In consequence, however, of the peculiar form of the bed of the river, which was shallow and rocky, but contained deep pools here and there, the dam did, in fact, facilitate the catching of fish, as salmon could easily be caught in these pools below the dam when the dam was shut down. The owners of the mill and land had never habitually used the dam for catching fish, but they had occasionally caught fish for their own table, or to give away as presents; and when they did so they availed themselves of the facilities afforded by the dam. They had never sold any fish so caught. The Court decided upon these facts, that the dam was not "used" for the purpose of catching, or facilitating the catching of fish, in the sense in which that word is employed in section 4 of the Act of 1861; and also (and indeed, on this point there was no dispute) that the dam was not "intended to be used" for catching fish. They held, therefore, that the dam was not a "fishing mill dam," and that the commissioners had no jurisdiction to direct it to be abated. The Court, in their judgment, point out that, although a person who occasionally uses a dam for the purpose of catching fish does not thereby render the dam "a fishing mill dam," he may yet be liable to the penalties mentioned in section 12 of the Act of 1861. The principle of this decision is one of very wide application, as there are a great number of dams which might, in fact, facilitate the catching of fish, and which yet are never regularly used for any purpose except that of supplying mills with water. *Garnett v. Backhouse* has now decided that such dams, if built simply for milling purposes, are not liable to be abated by the special commissioners for English fisheries under the Acts of 1861 and 1865.

REVIEW.

Changes in the Jurisdiction and Practice of the County Courts and Superior Courts, effected by the County Courts Act, 1867. By J. SHIRRES WILL, Esq., of the Middle Temple, Barrister-at-Law. London: Stevens & Sons.

The County Courts Act, 1867, and the order in council of the 18th November, 1867, have undoubtedly introduced very important changes in the jurisdiction and practice of the county courts; and those changes will no doubt be for the moment somewhat puzzling to those who practice in the county court, and who are not very profound lawyers, or very familiar with the practice of the superior courts. To remove the difficulties of such persons seems to be the object of the first half of Mr. Will's book, and it will probably be of use in attaining this end, though the bulk of the book seems to us a little disproportioned to the purpose which it is intended to serve.

The first one hundred and sixty pages are taken, up by a reprint of the Act itself, and a commentary upon each section, the commentary being composed of the substance of the rules and orders bearing upon each section and of explanatory observations. The worst fault of this

commentary is its excessive prolixity, but in this respect it is unpardonably. For example, the commentary upon section 5 as to costs undertakes to explain the various previous Acts repealed or affected by the new one. It begins with actions on contracts, and gives two pages to them. It then goes on to actions of costs, and more than a page of this subdivision is a mere repetition, almost in the same words, of what had been said just before about contracts; the provisions as to both torts and contracts having been so far the same, except as to the amount which carried costs. And this same sin of prolixity pervades the whole of this part of the book. It contains much information useful to the class of persons for whose benefit the book seems to have been written, but the whole of what is useful might easily have been compressed into half the compass.

The second part of the book, consisting of rather more than forty pages, is composed of the order in council of the 18th November, 1867, and a series of chapters explaining the new jurisdictions thereby conferred upon the county courts, namely, those relating to the discovery of documents, interrogatories, attachment of debts, and equitable pleadings. These several chapters contain, as do the earlier parts of the book, much that will be useful to persons unfamiliar with the several subjects to which they relate, and the authorities on each of these subjects appear to us, so far as we have been able to examine, to have been carefully collected and classified. But here, again we must say that the whole ought to have been about half the length it is.

The second half of the book is a simple reprint of the rules, orders, and forms, issued some time ago by the committee of judges. In this part of the book Mr. Will has not introduced anything whatever of his own. He has not even inserted cross references from the rules to the forms, or from the forms to the rules, or from either to the earlier pages of his book, but has simply left everything as he found it. And yet this reprinted matter occupies more than half the total number of pages in the volume.

Upon the whole we have no doubt that this book will be found serviceable by the class of persons to whom it is addressed, though the same service might well have been rendered in a shorter space. But the book does not pretend to any permanent place in legal literature. A treatise on any set of miscellaneous changes in the law is read only so long as the new matter is quite new. As soon as the new provisions and the old have become fused in men's minds and memories, and this very soon comes to be the case, books of this class cease to be of value.

The Law Magazine and Law Review. No. XLVIII. February, 1868.

The February number of the *Law Magazine and Review* contains a good deal that is worthy of the perusal both of legal and lay readers. The first article concerns a subject deserving of far more consideration than it has as yet met with, either from the public or the Legislature—the topic of Corrupt Practices at Elections. We have now been legislating on this subject, more or less, for some 130 odd years, and with what result? The malpractices against which the Legislature has contended, or affected to contend, are as common as ever, if not commoner, though conducted less openly than of yore. It would not be correct to say that the evil escapes general notice by being thus negotiated beneath the surface, for the extent to which corruption now prevails at Parliamentary elections is a matter of public notoriety, but it may be true that the Legislative body are thus furnished with an excuse for not taking pains to get at the root of the matter. We have already noticed some remarks in previous numbers of the *Law Magazine*, by Mr. Sergeant Pulling, upon the best probable means of dealing with electoral corruption. Sergeant Pulling's view coincided with that which has been repeatedly advocated in our own columns, viz., that the real defect in our present legislation on this head, is its providing no machinery for ensuring that there shall be an investigation whenever there is anything to investigate, and leaving the initiation of election inquiries wholly to that system of chance-petitions which has by long experience been found to work so inefficiently. The writer in the current number of the *Law Magazine* adopts the same view; the bulk of his article, however, is occupied by a general examination of the provisions of the Government bill of last session, not forgetting the important amendment made by the Commons, relative to the referring of election inquiries for decision by the judges, which just at the present moment has

been brought so immediately before the attention of the public. We may add that the variation thus proposed by Parliament, and opposed by the Bench, is supported by the writer in the *Law Magazine*.

A second article relates to the Court of Appeal in Chancery, and supports by cogent arguments the view shared by ourselves, in common, we believe, with the bulk of the profession that the late Chancery Appeal Despatch of Business Act has proved the very reverse of a boon either to litigants or lawyers. An article upon "Incompetency on the ground of interest" sets forth the inconveniences and evils arising from the present rules of evidence in this respect. The writer, however, has expended his main strength upon poetical similes and references to Shakespeare, Dickens, and other narrators of moving incidents. There is also an article upon "Law reform and local jurisdiction," the writer of which is of opinion that so far as advocacy in the County Courts is concerned, the late Act will not effect very much change. The "pleaders in chambers" and London agencies he thinks will suffer, and the local bars of Manchester, Birmingham, &c., will probably be swelled by accessions of juniors. Although, however, this writer thinks that what he terms "the balance of the two branches of the profession" will not be disturbed in any appreciable degree; he opines that the amount of work thrown upon the county courts by the new Act will be such that these courts will require to be reconstructed in order to enable them to grapple with it.

In addition to the matter which we have thus briefly noticed, the current number also contains an obituary of the late Mr. Edward James, besides articles on Maritime law, Parliamentary Government, Poor Law Administration, the Fenian Trials, and other subjects. A tendency to an excessive diffuseness of style pervades the greater part of the contributions to this number; they are, however, still worth perusing. Finally, the reader is presented with the customary summary of the events of the quarter, which, however, can hardly be called with propriety a summary, consisting as it does of a succession of documents printed entire, such, for instance, as the Circular of the Digest Commission, the correspondence between Mr. Digby Seymour and Mr. Justice Blackburn, relative to the three Fenians convicted at Manchester, &c., &c., and a single obituary notice, which last is (we must presume), by an inadvertence, extracted without acknowledgment from our own columns.

COURTS.

COUNTY COURTS.

CHESTERFIELD.

(Before GEO. RUSSELL, Esq., Judge.)

Jan. 23.—*Re Oseroft, a bankrupt; Ex parte The Chesterfield Brewery Company.*

Where the sheriff or the bailiff of the county court is in possession, under an execution, of goods of a bankrupt, such goods having been previously assigned by the bankrupt, subject to a condition for redemption on payment of a debt on notice, with a stipulation that he shall retain possession of them until default, the goods so retained by him and seized in execution will not be deemed to be in his "order and disposition" with "the consent of the true owner" within the meaning of section 125 of the Bankruptcy Act, 1849, and will not pass to the assignees.

The bankrupt, by bill of sale, dated 2nd May, 1866, assigned to the Chesterfield Brewery Company certain furniture, &c., in his dwelling-house, as a security for £65 and interest. The deed contained the usual power of sale, with a proviso that the power should not be exercised until after one clear day's notice requiring payment of the principal and interest money, and that until default the goods should remain in the possession of Oseroft. This deed was duly registered.

On the 27th July, 1867, the goods were seized by the bailiff of this Court under an execution at the suit of Simpson & Birks, and on the same day the brewery company served him with notice of the assignment to them, and that they claimed the goods.

On the 30th July the brewery company served on Oseroft notice to pay them the principal and interest "on the 1st August," and, in default, that they should sell the goods under the authority in the bill of sale.

On the 31st July the high bailiff took out an interpleader

summons between the execution creditors (Birks & Simpson) and the claimants under the bill of sale (the brewery company).

The bankrupt, Oscroft, filed his petition in bankruptcy in this court at 10.50 A.M. on Wednesday, the 31st July, before the bill of sale to the claimants became absolute under the notice; and, on receiving notice of the bankruptcy, the execution creditors withdrew from the interpleader.

At the court, held on the 21st August, an order was made by the Court (upon the application of the creditors' assignee) for the sale of the goods for the benefit of the creditors of the bankrupt under the 125th section of the Bankruptcy Act, 1849, on the ground that the chattels were, at the date of the bankruptcy, in the possession of the bankrupt, with the consent of the true owners thereof (the brewery company).

The creditors' assignee took possession of the goods on the 23rd August, and sold them a few days afterwards.

Mr. Busby now, on behalf of the brewery company, applied to the Court to rescind the order of the 21st of August, and to order the proceeds of the sale of the chattels claimed by his clients to be paid over to them, on the ground that there had been no notice given by the creditors' assignee to the claimants, of the intention to make the application to the Court; that the order was invalid as the goods were not in the order and disposition of the bankrupt within the meaning of the 125th section, as the claimants had terminated his possession by the notice they had served upon him; that the possession was taken out of the bankrupt by the seizure by the bailiff under the execution, at the suit of Simpson & Birks, and the possession thereunder contested by the claimants under the bill of sale.

Mr. Gee, for the creditors' assignee, contended that the order of the 21st August was perfectly valid, and was properly made on the *ex parte* application of the creditors' assignee, citing *Ex parte Wood, re Sutton*, 4 De G. M. & G. 861; *Heslop v. Baker*, 20 L. J. Exch. 350; *Barrow v. Bell*, 4 W. R. 163 El. & B. 510; *Freshney v. Carrick*, 26 L. J. Ex. 129; *Badger v. Shaw*, 8 W. R. 210; *Hall v. Day*, 2 F. & F. 568; and *Re Jones*, Gaz. of Bkcy. 8th Jan. 1862. These cases showed a clear and regular series of decisions in favour of the assignees, and the only case at all in favour of the claimants was that of *Ex parte Baldwin*, 6 W. R. 417, which was of questionable authority.

If the goods claimed in this case were to be given up to the mortgagees simply because the bailiffs were in possession under an execution, it amounted to the absurdity that a bill of sale would hold good against a bankruptcy where there was an execution in the premises, whether friendly or not, while it would not hold good if there were no execution.

Mr. RUSSELL in delivering judgment, said.—The brewery company apply for payment to them of the money realized by the sale of the chattels claimed by them under their bill of sale, contending that such chattels and effects were not in the order and disposition of the bankrupt at the time of his bankruptcy, within the meaning of section 125 of the Bankruptcy Act, 1849. I think it must be taken to be law, after the case of *Ex parte Baldwin*, that where goods which have been mortgaged before the bankruptcy are actually, but not constructively, at the time of the bankruptcy in the hands of a bailiff under an execution against the bankrupt, they do not pass to his assignee under the order of the Court, as being in the order and disposition of the bankrupt with the consent of the true owner.

Sitting in bankruptcy, I consider the decision in *Ex parte Baldwin*, decided by the Lords Justices, to be binding on me until it is overruled, notwithstanding the other cases at common law. Now, if we apply that rule of law to the present case, it is quite clear that the furniture and effects assigned to the brewery company were not, at the time of Oscroft's bankruptcy, in his order and disposition. The petition for adjudication was filed at 10.50 a.m. on the 31st of July; before that time the furniture and effects had been actually taken possession of by the high bailiff under the execution issued out by Messrs. Simpson & Birks, and there was a dispute between the brewery company and the execution creditors as to who was entitled to the goods; the bankrupt, therefore, at the time of his bankruptcy had not the order and disposition of the goods, nor were they in his apparent ownership; they cannot, therefore, pass to the assignees under section 125 of the Bankruptcy Act, 1849. I think the case of *Ex parte Baldwin*, precisely in point. The case of *Barrow v. Bell*, was

cited and relied on in behalf of the creditor's assignee, but that case may be distinguished on the ground pointed out by Sir George Turner in *Ex parte Baldwin*—viz., that no possession in fact had been taken by the Sheriff of the mortgagees' goods. The property in the furniture passed to the brewery company under the bill of sale; they were only precluded by the proviso from taking possession of them until the 2nd of August. I think that they are entitled to have the money, for which the effects included in their bill of sale were sold, paid out to them. The judgment is based on the short ground that at the time of the bankruptcy the furniture and effects were not in the possession of the bankrupt with the consent of the true owner; they were in the actual possession of the high bailiff under the execution, and therefore they cannot be sold and disposed of for the benefit of the creditors under the bankruptcy, and the money in court, which the goods in question realized, must be paid out to the brewery company.

APPOINTMENTS.

Mr. WALTER BUTLAR ROSS,* of Ipswich, has been appointed a Commissioner to administer oaths in Chancery.

Mr. WILLIAM SHERRATT, solicitor, of Wrexham and Llangollen, has been appointed a Commissioner to Administer Oaths in Chancery.

GENERAL CORRESPONDENCE.

RAILWAY COMPANIES AND LANDOWNERS.

Sir,—With regard to the ultimate rights of landowners whose land has been taken for the purposes of the railway, is there not good ground for arguing that if all other sources of payment fail they are entitled to be paid out of the tolls of the undertaking in priority to all other charges on the tolls?

On the one hand we have the strongest decisions and *dicta* in favour of the right of the landowner, in respect of his unpaid purchase-money: from the Master of the Rolls, in *Walker v. Ware Railway Company*, 14 W. R. 158, 1 L. R. Eq. 195; and *Sedgwick v. Watford and Rickmansworth Railway Company*, 15 W. R. Ch. Dig. 146; from Vice-Chancellor Stuart in *Bishop of Winchester v. Mid-Hants Railway Company*, 16 W. R. 72; 5 L. R. Eq. 17; from Vice-Chancellor Malins in many unreported cases which have recently come before him, and of which you mention in your last number that of *Twining v. Tottenham and Hampstead Railway*, and from Vice-Chancellor Wood in the assent which he gave, in the recent case of the *Cambrian Railway Company*, 16 W. R. 346, to the principles of the cases just mentioned. These cases leave no doubt but that the landowner has a lien for his unpaid purchase-money upon his land, even when incorporated in the railway.

On the other hand, when the landowner wishes to advance a further step, and obtain the relief which is incident to his lien, and to enforce his rights by sale of his land, he encounters a difficulty in the public character of the undertaking which his rights affect.

It is true that the Master of the Rolls, in the cases of *Walker v. Ware Railway Company* (*supra*), and *Sedgwick v. Watford and Rickmansworth Railway Company* (*supra*), made an order for sale of the plaintiff's land in default of payment by the company; and, as before noticed, those cases were approved by Vice-Chancellor Wood, but they would seem to be opposed to the decision of the Lords Justices in the *Bishop's Waltham Railway Company's case*, 15 W. R. 96, 2 L. R. Ch. 384, as understood by Vice-Chancellor Malins, and to the feeling of the Court in *Pell v. Northampton Railway Company*, 15 W. R. 27, 2 L. R. Ch. 100; and we have little doubt but that an application to enforce the lien by sale of a part of a railway would be refused by a court of appeal.

If then the clear right of a landowner to enforce his lien by sale is arrested by the Court on behalf of the railway and in its interests, it must surely be upon terms

* This gentleman has already been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Suffolk. The appointment, made last year, accidentally escaped notice in our columns.

of payment so far as the railway has any moneys at all wherewith to pay. The landowner's property is of the very root and foundation of the whole undertaking—an integral and essential part—it is incorporated subject to the obligation of its being paid for, and the claims in respect of it might well be held to be a first charge upon the tolls of the railway.

The rights of the mortgage creditors are certainly, to be paid out of the tolls; but only so far as they represent the net earnings of the line. The receiver of the tolls appointed by the Court of Chancery is directed to pay out of the tolls "all expenses necessary and proper for the maintaining and working the undertaking." And it is only out of the residue of the tolls after such payments that the mortgage creditors are to be satisfied.

Take the case of the Great Eastern Railway. All their rolling stock has been assigned to trustees upon trust, among other things, to allow the railway to use it at a certain rent; and accordingly the receiver of the tolls, who has been appointed by the Court, pays such rent out of the tolls before he pays the balance into the bank. The rent is deducted as one of the expenses necessary and proper for the maintaining and working the undertaking; but if the landowner were not restrained from enforcing the rights in all other cases incident to the lien, it would be equally indispensable for the maintaining and working the undertaking that his lien should be discharged.

If then, the company seek to purchase (as it were) the privilege of depriving the vendor of the full benefit of his undoubted lien, and without which privilege their whole undertaking might be rendered futile, they are surely bound to pay for it out of the first moneys that come to their hands, as the very *sine quâ non* of their existence.

That the landowner should be left wholly without remedy so long as the railway company is in existence, and it may be actually earning money by the use of the land which has been forcibly taken from the owner, cannot have been the meaning of the Legislature in authorising the construction of the railway, and giving to the company its extraordinary powers.

As Lord Westbury recently said (*Ricket v. Directors, &c., of the Metropolitan Railway Company*, 15 W. R. 937, 2 L. R. H. L. 175, 202) repeating the views of Lord Eldon, the railway Acts must be "treated as contracts between the companies and the Legislature."

The company seeks for parliamentary powers to make the line, and for that purpose to take the land of strangers; that is conceded by the Legislature, but upon one condition, that the land taken shall be paid for.

That is the basis of the whole negotiation.

The company further seeks for the authority of Parliament to borrow money, and obtains it, but the loans so made are for the convenience of the company, and the persons lending money on the security offered take, as it were, under the company, and subject to the obligation of compensating the landowners upon condition of which alone the Legislature sanctioned the projects of the company in the first instance. The mortgage creditors can take no greater right in the tolls of the undertaking than the company have themselves, and the company are already pledged, as the primary term of the contract with the Legislature, to compensate landowners whose land they may require to take.

The undertaking is a "living whole," and land taken for the railway passes into it, but it does so subject to the charge for compensation moneys, and the mortgage creditor who takes his security on the tolls of the undertaking takes his security on the tolls of the undertaking so charged.

T. M. M.

Lincoln's-inn, Feb., 1868.

[Some remarks on this subject will be found in another column. Ed. S. J.]

IRELAND.

THOMAS L. LEFROY, Esq., has been appointed Registrar to the Lord Chief Justice, in place of W. J. Napier, Esq., resigned.

At a meeting, on Thursday, in Glasgow, of the Scotch shareholders of the Atlantic Telegraph Company, it was unanimously resolved that the meeting has full confidence in the directors.

SOCIETIES AND INSTITUTIONS.

MANCHESTER LAW ASSOCIATION.

[Abridged] REPORT OF THE COMMITTEE for the year 1867 (29th annual report) presented to the Annual Meeting held on Monday, the 13th January, 1868, at the Chambers of the Association, Cross-street chambers, Cross-street, Manchester.

The Report states that in addition to the sum of £750 16s. 0d Stock, and an accumulation of dividends thereon, the treasurer has in hand, to the credit of the Association, £76 8s. 3d.

With reference to the legislative results of the session of 1867, attention is called to the following:—

Sale of Land by Auction Bill.—This bill, as brought from the Lords to the Commons, appearing to the committee to contain provisions of a very objectionable nature, as tending needlessly to fetter sales by auction, and to afford facilities for repudiating purchases on technical grounds, they presented a petition against the main features of the bill, but approving of the provision abolishing the practice of the Court of Chancery in opening biddings upon a mere advance of price. The most objectionable clauses having been struck out, the bill was passed, retaining the clause approved of.

County Court Acts Amendment Bill.—During the progress of this bill and within a day or two of the prorogation of Parliament, the honorary secretary learnt that a clause had been introduced in committee by Mr. Locke, providing that where any action should be brought in any other court than the Superior Court, the plaintiff should not recover more costs than he would have been allowed if the action had been brought in a county court. As such a clause would practically have prevented all actions being brought in the Manchester and Salford Courts of Record, and all below £50 being brought in the Liverpool Court of Passage, he at once communicated with the officials of the two former courts and such steps as the limited time allowed were immediately taken to get the clause withdrawn or struck out. Fortunately, in consequence of the joint action of the Liverpool Law Society and the Town Clerk of Liverpool, and the exertions of Mr. Graves, M.P., a compromise was effected, and the clause (29 of the Act) was altered so as only to apply to actions in which the verdict recovered is less than £10.

Since the passing of the Act the committee have directed their attention to the Rules and Scale of Costs proposed to be issued under the Act, the draft of which was submitted by the Committee of County Court Judges; a full and able report thereon, and also on the Act itself, was prepared by a sub-committee, and communicated to the Committee of County Court Judges. The committee have also corresponded with various law societies on the subject, and with a view to further joint action being taken if necessary, in order to obtain a more liberal scale of costs. These efforts have met with some success as regards the scale in actions above £20; a proper scale in actions below that amount is however much needed.

Bankruptcy Consolidation and Amendment Bankruptcy Acts Repeal, and Judgment Debtors Bills. were referred to the consideration of the sub-committee, but as they were withdrawn at an early stage it was not necessary to make any report upon them.

Attorneys' Certificate Duty Bill.—The committee presented a petition to the House of Commons in support of the bill which, however, did not pass.

Common Pleas at Lancaster (Prothonotaries) Bill.—The last report of the Association referred to a Draft Bill for the establishment of District Prothonotaries which the Earl of Devon, the then Chancellor of the Duchy, had prepared, and intended to introduce into the House, the provisions of which were by no means satisfactory. On the suggestion of the Chancellor, a deputation from the committee, consisting of Mr. Baker and the honorary secretary, had an interview with Mr. H. W. West, the Attorney-General for the Duchy. The result of this interview and of Mr. West's subsequent communication with the chancellor was the introduction of a bill into the House of Lords which met with the entire approval of the Association. This bill passed the Lords, but, unfortunately, the Earl of Devon retired from the office of Chancellor of the Duchy of Lancaster, and the conduct of the Bill in the House of Commons devolved upon Colonel Wilson Patten, the new chancellor, to whom the subject was entirely new, and who, not having the advantage of belonging to the higher branch of the profession, felt a difficulty in mastering its details. The Committee petitioned in favour of the bill, and Mr. Baker, as representing your association, went to London, where he met a

deputation from the Liverpool Law Society, and had interviews with the Chancellor of the Duchy and various M.P.s. The Chancellor was informed that your association were willing to consent to the withdrawal of some of the clauses giving increased powers to the district prothonotaries if the bill establishing local registries could be carried; but the opposition, which came mainly from the members for Preston, aided by Mr. Brett, Q.C., was too strong, and the chancellor of the duchy withdrew the bill.

Amalgamation of Courts of Record.—In the early part of the past year Mr. Baker was led to believe that a scheme could be framed which would obtain the assent of all the officials interested in these courts, and especially those of the Salford Court, and after making certain preliminary enquiries he brought the subject before the committee, who gave their hearty assent to the movement, and the committee now report that a scheme has been decided upon which has received the concurrence of the Earl of Sefton, as High Steward of the Hundred of Salford, the Council of the City of Manchester, the Judges of the two Courts, the Deputy Steward of the Salford Court, the Registrars, and in fact every party directly interested. (See Appendix A.)

After communication with the Manchester city council and town clerk, the latter was instructed to give the requisite notices for the introduction of a bill in the ensuing session of Parliament; this bill has been drawn and deposited in due form in the House of Lords, and the committee hope that in the course of the present year it will become law, and the existence of two separate and distinct courts in the Hundred of Salford known only as a matter of history. An application has been made by the president to the magistrates for the hundred, who have promised to allow the use of the Assize courts, free of rent, for the sittings of the Amalgamated Court.

Additional Judges—Re-arrangement of the Legal Year and Judicature Commission.—A deputation from the association, consisting of Messrs. Baker and Bunting, met at the Westminster Palace Hotel, Deputations from Liverpool, Birmingham and several other Law Societies, which passed a series of resolutions, which will be found in the Appendix B. to this Report.

Several members of the deputation had an interview the following day with the Lord Chancellor, in the course of which his Lordship stated that the wants of the north were set forth in the letter which had been addressed to the Earl of Derby by the Manchester and Liverpool Law Associations, which will be found in the Appendix B. to the last Report of your Association. He also stated that he was impressed with the necessity of there being a district circuit for the county of Lancashire; that, as regarded the appointment of additional judges, there was great difference of opinion; that the judges were unanimously against the establishment of a new court; that there were objections to the fusion of the courts, owing to the peculiar business of which the Queen's Bench and the Exchequer of Pleas took cognizance, and that if a Practice Court were established he thought its decision should be final. To a scheme for the re-arrangement of the legal year he made no objection, but laid great stress on the necessity of there being a Royal Commission, before whom these subjects could be laid. He said that the Chancery Judges agreed in thinking that additional Equity Judges were not required. His Lordship concluded by expressing his desire of introducing such alterations as might on mature consideration be found necessary.

The Royal Commission moved for by Sir Roundell Palmer in the House of Commons to enquire into the Constitution of the Superior Courts of Law and Equity, though appointed, had not as yet held its sittings but the committee had been in communication both with the London and Provincial Law Associations upon the subject, and had taken steps with a view to bringing before the Commissioners the views of the association and the profession upon the various matters within the scope of the commission.

Taxation of Solicitors' Costs.—A member of the association having complained of the disallowance from his bill, against the trustee and executor of a will, of certain items, on a taxation, at the instance of a *cestui que trust*, under the "third party clause" of the Attorneys' and Solicitors' Act, in which the master having adopted, as to some items in the bill, the principle that where business is done by the solicitor on the instructions of his client (the trustee), which may not be necessary for the trust, the solicitor is still entitled, on such a taxation, to have the items allowed, though the trustee may afterwards have to pay them out of his own pocket, had disallowed the items in question to which the same principle was

applicable,—the committee, after very carefully considering the question, were strongly of opinion that the matter involved a principle of importance to the profession, and that there were good grounds for an appeal against the Master's decision; they therefore, after the opinion of counsel had been taken in favour of the appeal, resolved to assist in raising the question, so as to obtain the judgment of the Court on the principle involved. The appeal was accordingly heard before the Master of the Rolls, and though unsuccessful, the decision will furnish a useful guide to the profession in similar cases.—*Re Brown*, 15 W. R. 1030, L. R. 4 Eq. 464.

Stamping Deeds.—The Committee applied to the Commissioners of Inland Revenue to allow deeds and other documents to be left for stamping at the Stamp Office in Manchester, instead of being forwarded to an agent in London for the purpose. The Board, however, after some correspondence, declined to make the requisite arrangements, stating that they considered the proposition "altogether inadmissible."

The report also states the particulars of the meeting of the Metropolitan and Provincial Law Association, and that of the Solicitors' Benevolent Association, at Manchester, on the 8th and 9th October.

APPENDIX A.

Suggestions for the Amalgamation of the Courts of Record for the City of Manchester and for the Hundred of Salford.

The title of the amalgamated court to be "The Court of Record for the Hundred of Salford."

The offices of the court to be at the Manchester Town Hall.

The court to have jurisdiction over the Hundred of Salford, including the City of Manchester, with power to try actions of an unlimited amount.

The sittings of the court to be held in the City of Manchester six times in the year, at the Assize Courts, on the understanding that such accommodation can be obtained without charge for rent.

The present Judge of the Manchester Court of Record and Joseph Kay, Esq., the present Judge of the Salford Hundred Court, to sit alternately as Judges of the amalgamated court.

The future judge of the amalgamated court to be appointed (if the Government so approve) by the Chancellor of the Duchy of Lancaster.

The office and dignity of the Earl of Sefton, as Steward of the Hundred of Salford, to be in no way affected, and the fees upon all proceedings in the amalgamated court which arise within the jurisdiction of the present Court of Record for the Hundred of Salford to be calculated, and the same proportion thereof paid to the Steward of the Court, as is set forth in 9 & 10 Vict. cap. 126, sec. 30, "An Act for more effectually regulating the Salford Hundred Court, for extending the jurisdiction and powers of the said Court, and for establishing and constituting it a Court of Record."

The Corporation of Manchester to be at the expense of obtaining an Act of Parliament for carrying out the proposed amalgamation, in which Act shall be contained clauses that no objection shall be taken to the jurisdiction of the court, unless it is pleaded and such plea supported by affidavit, that such court shall have power to try all actions—that in case of illness of judge a deputy may be appointed—that writs may be served out of the jurisdiction of the court without a special order, and that special juries may be summoned for the trial of issues of fact.

The suggestions also provide for the salaries of the judges and registrars, etc. Reasons are then given for the amalgamation of the Courts of Record for the City of Manchester and Hundred of Salford. *e.g.* The inconveniences in cases where, causes of action arising within the local boundaries of the two courts, neither of them has jurisdiction; as for instance, where goods are sold within the boundaries of one court and delivered within the boundaries of the other, if an action is brought to recover the price of such goods in either court, the defendant may plead want of jurisdiction, when the plaintiff has to pay the defendant's costs. Constant complaints, it is said, are made to the court officials in this class of cases, which are of frequent occurrence. The only safe course in such cases is for the owner of the goods to bring his action in one of the Superior Courts. This is done at great expense and delay. It is therefore obvious that the amalgamation of the courts, which would remove this evil, would be of immense advantage, by enabling suitors in all these cases to have their causes of action tried in their own local courts at home at a small expense, instead of being compelled as at present to take proceedings in the Courts of Westminster.)

The uncertainty existing as to the boundaries of the two courts, the expense, loss of time, and delay consequent on the removal of judgments obtained in either court, when rendered necessary by the defendant removing his residence within the jurisdiction of the other court.

The inconvenience resulting from both courts at times sitting on the same day.

The suggestions further state that many persons decline to sue in the county courts, owing to the power of the judges (which is habitually exercised) to make orders for payment of debts by instalments, while it is notorious that a large proportion of the actions brought into the courts of record, where no such power exists, are settled after the service of writ.

The proposition of giving an increased jurisdiction to the amalgamated courts is most important. It would relieve the assizes, which are overburdened with business, of many local cases which could be as well tried in the amalgamated court, and at a much less cost, besides which, as the amalgamated court would be held six times a year, such actions would be tried at earlier intervals, and without the suspension of proceedings, which occurs in the superior courts between the 10th August and 24th October in each year.

The proposed amalgamation would have the effect of giving Manchester a superior bar.

The members of both branches of the profession are unanimously in favour of the amalgamation. The great inconvenience would be removed arising from the practice of the two local courts being in several important respects different—from the costs and court fees being also in many respects different—from nearly all the attorneys and counsels' offices being within the city of Manchester, and at an inconvenient distance from the present offices of the Salford Court. A person serving on a jury in the amalgamated court need not be called upon to serve again for a period of six or seven years, and the service might exempt him from serving at both the City and Salford Sessions for at least one year from such service.

The scheme has been submitted to the Earl of Sefton, and his solicitor has since intimated his Lordship's concurrence. It has also been submitted to and received the assent of Joseph Kay, Esq., the Judge of the Salford Court of Record, and of Mr. James Hilton Hulme, the Registrar of the Court; Henry Wyndham West, Esq., the Judge of the Manchester Court of Record also approves of it.

APPENDIX B.

At a meeting of deputations from the under-mentioned law societies in England, held at the Westminster Palace Hotel, January 11th, 1867.

Present from Liverpool, Mr. Bateson and Mr. Lowndes; Manchester, Mr. Baker and Mr. Bunting; Birmingham, Mr. Ryland, Mr. Beale, and Mr. Allen; Hull, Mr. Roberts and Mr. Thorne; Sunderland, Mr. Robinson.

Mr. Bateson, president of the Liverpool Law Society, in the Chair.

Letters were read from several of the provincial law societies, concurring in the general objects of the meeting. After a lengthened discussion the following resolutions were passed unanimously:—

1st. That, in the opinion of the meeting, the increasing business of the country urgently demands the appointment of additional common law judges.

2nd. That the number of additional judges should be five; and that a fourth common law court should be constituted, to consist of a chief justice and four puisne judges.

3rd. That it would facilitate the administration of justice if each of the puisne judges were appointed a judge of all the common law courts.

4th. That, instead of the present mode of disposing of business at chambers, the following changes be recommended: That all summonses not attended by counsel or special pleader shall be heard by one of the masters, subject to appeal to a Court, to be called "The Practice Court," and that all summonses attended by counsel or special pleader shall be heard by that Court; and that such Practice Court be presided over by one of the puisne judges, who shall have jurisdiction in all matters of practice and pleading arising in any of the courts, subject to an appeal to the full Court, as at present existing, from chambers.

5th. That a provision should be made for holding a third or Winter Assize, for the trial of civil causes, throughout the country; and that in those circuits where the business is

not sufficiently large to justify a separate assize for each assize town, it is desirable that a central town should be fixed upon, where the third assize for the whole circuit shall be held.

The following re-arrangement of the legal year was recommended:—

TERMS, ETC.	To Begin	To End	No. of Days.
MICHAELMAS TERM	24th October	22nd Nov.	30
—Sittings after	23rd Nov.	21st Dec.	29
Christmas Vacation	22nd Dec.	6th Jan.	16
For the Winter Circuits	7th January	14th Feb.	39
EASTER TERM	15th Feb.	16th March	29
—Sittings after	17th March	13th April	28
For the Spring Circuits	14th April	18th May	35
Easter Vacation	19th May	26th May	7
TRINITY TERM	27th May	25th June	30
—Sittings after	26th June	23rd July	28
For the Summer Circuits	24th July	27th August	35
Long Vacation	From end of Circuits	23rd Oct.	

The following resolution was also agreed upon:—

That, in the opinion of this meeting it is desirable that the number of judges in Chancery should be increased; and that the best mode of making such increase of judges available would be by assigning two judges to each court, one to sit in court while the other is sitting in chambers; each judge to work out his own decrees in conformity with the policy of the Acts of 1852.

That a deputation from this meeting do wait upon the Lord Chancellor for the purpose of presenting him with a copy of the above resolutions.

WILLIAM G. BATESON, Chairman.

The following gentlemen were elected the officers and committee of the association for the ensuing year:—

President, Mr. G. B. Withington; vice-presidents, Mr. Thomas Holden, Mr. Joseph Janion; treasurer, Mr. James Street; honorary secretary, Mr. S. Unwin; chairman of committee, Mr. W. H. Guest; deputy-chairman, Mr. John Peacock; committee, Mr. J. P. Aston, Mr. James Barrow, Mr. Thomas Baker, Mr. J. F. Beaver, Mr. James Bond, Mr. Thomas Claye, Mr. R. B. B. Cobbett, Mr. John Cooper, Mr. Adam Fox, Mr. W. H. Guest, Mr. T. Grundy (Princess-st.), Mr. George Hadfield, Jun., Mr. S. Heelis, Mr. A. Humphrys, Mr. Thomas Jepson, Mr. Alfred Leaf, Mr. Francis Marriott, Mr. William Orford, Mr. H. W. Parker, Mr. J. B. Payne, Mr. John Peacock, Mr. John Ponsonby, Mr. Richard Radford, Mr. John Summerville, Mr. George Taylor, Mr. George Thorley, Mr. W. L. Welsh, Mr. G. F. Wharton, Mr. M. Bateson Wood, Mr. Percy Woolley.

ARTICLED CLERKS' SOCIETY.

At a meeting of this society, held on Wednesday last, at Clement's Inn Hall, with Mr. L. C. Barnard in the chair, the question of excluding subjects of a purely legal character from the debates was fully considered, and the opinion of the meeting being decidedly against excluding such subjects, the motion was then withdrawn.

On Thursday evening a lecture was delivered to the members of the society by David Naamith, Esq., Barrister-at-Law, on "The Study of the Law concerning Contracts."

LAW STUDENTS' DEBATING SOCIETY.

At the Law Institution on Tuesday last the following question was discussed:—A, during his last illness, signed a memorandum whereby he declared that he held a sum of £1,000 Consols, then standing in his name, in trust (in the event of his not recovering from such illness), for B. A. did not recover, but died without expressing any alteration of intention. Can B. compel a transfer of the Consols by A.'s executors. *Duffield v. Elwes*, 1 Bligh N. S. 497; *Lewin on Trusts*, 4th ed.; 1 Vict., c. 26. The debate was opened by Mr. Turner in the affirmative, and on a division the question was carried in that way by a majority of four.

LAW STUDENTS' JOURNAL.

PRELIMINARY EXAMINATION.

The Preliminary Examination in General Knowledge will take place on Wednesday the 8th and Thursday the 9th July, 1868, and will comprise:—

1. Reading aloud a passage from some English Author.
2. Writing from dictation.
3. English Grammar.
4. Writing a short English Composition.
5. Arithmetic—A competent knowledge of the first four rules simple and compound.
6. Geography of Europe and of the British Isles.
7. History—Questions on English History.
8. Latin—Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, Ancient or Modern. 3. French.
4. German. 5. Spanish. 6. Italian.

The Special Examiners have selected the following Books, in which candidates will be examined in the subjects numbered 9 at the Examination on the 8th and 9th July, 1868:—
In Latin . . . Cicero, De Officiis, Book I., or Virgil, Æneid, Book VI.

In Greek . . . Euripides, Medea.
In Modern Greek Βασταρής 'Ιστορία τῆς Ἀμερικῆς Βαβλίου Ζ.
In French . . . Chateaubriand, Atala, or Racine, Esther.
In German . . . Schiller, Maria Stuart, or Goethe, Egmont.
In Spanish . . . Cervantes, Don Quixote, cap. xv. to xxx., both inclusive; or Moratin, El Si de las Ninas.

In Italian . . . Manzoni's I Promessi Sposi, cap. i. to viii., both inclusive, or, Tasso's Gerusalemme, 4, 5, 6 cantos; and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 9, each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following Towns:—Birmingham, Durham, Newcastle-on-Tyne, Brighton, Exeter, Oxford, Bristol, Lancaster, Plymouth, Cambridge, Leeds, Salisbury, Cardiff, Lincoln, Shrewsbury, Carlisle, Liverpool, Swansea, Carmarthen, Maidstone, Worcester, Chester, Manchester, York.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

COURT PAPERS.

MASTER OF THE ROLLS.

Adjournments to the Master of the Rolls in Chambers will, after Hilary Term, 1868, be divided into two lists, A and B.

List A will consist of cases in which no counsel is instructed for any of the parties, and will be taken by the Master of the Rolls at 3.30 p.m.

List B will consist of cases in which counsel for any party is instructed, and will be taken at 4.15 p.m., or as soon afterwards as the case in list A, then on, is disposed of. The remainder of list A will be taken after list B is disposed of.

No case will be put in list B unless notice is given to the Chief Clerk one clear day before the adjournment day, by entering the same in the book kept for that purpose.

Master of the Rolls' Chambers,
January, 1868.

INNS OF COURT LENDING LIBRARY.—The second annual meeting was held at the Law Institution, Chancery-lane, on Thursday evening. Mr. Vernon Harcourt, Esq., Q.C., presided. J. Macgregor, Esq. (Rob Roy), G. Chance, Esq. &c., &c., were also present. The secretary (Mr. W. H. Waugh) read the report, which gave a glowing account of the progress of the library, which now contains nearly 800 volumes of first class works and 21 volumes of the newest books obtained from Mudie's (exchangeable weekly) which have numbered 137 during the year. There are ninety-six subscribers, all of whom are clerks to members of the Bar, for whose use the library is established. Books have been exchanged 2,158 times; Mudie's being exchanged 590 times, giving an average of sixteen per day, when the library has been open, and twenty-three exchanges per member for the year. Amongst a number of the Bench and the Bar who have supported the library by donations may be mentioned Lord Chief Justice Bovill, Vice-Chancellor Wood, Mr. Justice Lush, Mr. S. Temple, Q.C., Mr. Overend, Q.C., Mr. Forsyth, Q.C., Hon.

G. Denman, Q.C., M.P., Mr. Vernon Harcourt, Q.C., &c., &c. The chairman made a short address on the advantages of the library, and expressed his pleasure that by this means the most valuable works were brought within reach of all the members, and observing also on the peculiar relation existing between the barrister and his clerk, so different from that which exists in any other profession. A vote of thanks to the council of the Law Institution for the gratuitous use of the room, and to Mr. Harcourt, Q.C., for presiding, closed the proceedings.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Feb. 14, 1868.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 23½	Annuities, April, '85
Ditto for Account, 93½	Do. (Red Sea T.) Aug. 1868
1 per Cent. Reduced, 93½	Ex Billa, £1000, per Ct. 20 p m
New 3 per Cent., 93½	Ditto, £500, Do — 20 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 20 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 84 per
Do. 5 per Cent., Jan. '72	Ct. (last half-year, 249
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74,	Ind. Enf. Pr., 5 p Ct., Jan. '73 100
Ditto for Account	Ditto, 5½ per Cent., May, '79, 100
Ditto 5 per Cent., July, '80 112½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88 101½	Do. Do., 5 per Cent., Aug. '73
Ditto, ditto, Certificates, —	Do. Bonds, 5 per Ct., £1000, 35 pm
Ditto Enfaced Ppr., 4 per Cent. —	Ditto, ditto, under £1000, 35 pm

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter	100	87
Stock	Caledonian	100	77½
Stock	Glasgow and South-Western	100	102
Stock	Great Eastern Ordinary Stock	100	30½
Stock	Do., East Anglian Stock, No. 2	100	7½
Stock	Great Northern	100	109
Stock	Do., A Stock*	100	110
Stock	Great Southern and Western of Ireland	100	28
Stock	Great Western—Original	100	47½
Stock	Do., West Midland—Oxford	100	30
Stock	Do., do.,—Newport	100	31
Stock	Lancashire and Yorkshire	100	127½
Stock	London, Brighton, and South Coast	100	46½
Stock	London, Chatham, and Dover	100	194
Stock	London and North-Western	100	119½
Stock	London and South-Western	100	89
Stock	Manchester, Sheffield, and Lincoln	100	43½
Stock	Metropolitan	100	110½
Stock	Midland	100	107½
Stock	Do., Birmingham and Derby	100	76
Stock	North British	100	35½
Stock	North London	100	116
Stock	Do., 1868	7½	8½
Stock	North Staffordshire	100	60
Stock	South Devon	100	46
Stock	South-Eastern	100	73½
Stock	Taff Vale	100	148

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The week opened somewhat gloomily, the funds and the Railway Market being very flat, though foreign securities showed more firmness. With respect to the Metropolitan Railway Company, the decision of Vice-Chancellor Wood had of course a depressing influence upon these shares, but upon the dismissal by his Honour of the application to restrain the payment of the 5½ per cent. dividend, the shares began to recover. The appeal before the Lord Chancellor is still pending, Mr. Amphlet, Q.C., for the respondents, not having concluded his address when the Court rose on Friday afternoon. The exportations of gold appear to have exercised an unfavourable influence upon Consols, but after a few days of depression an improved tone has been visible; Railway stocks too have improved, though in certain descriptions the important proceedings pending in Chancery must necessarily give rise to fluctuations. Foreign securities conversely are somewhat heavier than they were a few days ago.

Rentes 68f. 87c.

At the annual general meeting of the Law Life Assurance Society, held last Saturday, Mr. E. R. Turner, of the Chancery Bar, was chosen a trustee, in the room of his father, the late Lord Justice. It appeared from the report that the assets of the society on Dec. 31, 1867, exceeded five and a quarter millions sterling, and that its annual income amounted to half a million. The number of policies effected during the year was 209, assuring £370,947, and producing in annual premiums £13,576, and being an increase over last year of 12 in the number of poli-

of £3,603, in premiums receivable thereunder. The amount of claims accrued upon death during the past year had been—Sums assured under 212 policies, £215,852; bonus payable therewith, £89,456—together, £305,308. During the last seven years the society had paid no less a sum than two and a half millions sterling in claims upon death, including bonuses. Since the establishment of the society the amount paid in claims upon death is upwards of seven and a-half millions sterling, of which amount one and three-quarter millions has been by way of bonus. The sum appearing as charges of management had been £7,055 19s. 3d., inclusive of the sum assigned by the proprietors as remuneration to the directors, amounting to about 2 per cent. upon the society's income. The directors proposed, subject to the sanction of the proprietors, to pay in April next a bonus of 3s. per share in addition to the ordinary dividend of £3 12s. per share. The balance-sheet showed as to proprietor's guarantee fund a balance on the 31st of December last of £882,724 2s. 8d.; on assurance fund, £4,440,192 4s. 6d.; and unused drafts for claims, &c., in course of payment, £25,720 9s.—together £5,348,636 16s. 2d. On the other side, investments in Government securities, £264,353; debentures and bonds, £496,468; investments on mortgage (principal and interest), £4,108,433; loans on policies (principal and interest), £128,631; Congemara and Mayo estates, £13,340; and other items, leaving a balance at the bankers of £30,675 16s. 2d.

The report having been adopted, the proceedings terminated with a vote of thanks to the chairman (Mr. R. Nicholson).

ESTATE EXCHANGE REPORT.

AT THE MART.

By Mr. JOHN H. DEAN.

Leasehold, 18 houses, Nos. 8 to 28, Three Mill-lane, Bromley, producing £27 8s. per annum; term, 90 years from 1858, at £45 per annum—Sold for £1,500.

AT THE GUILDHALL COFFEE HOUSE.

Jan. 30.—By Messrs. FRANK & PAICE.

Leasehold residence, No. 9, Warwick-gardens, let at £50 per annum, term & ground rent, similar to above—Sold for £970.

Leasehold residence, No. 12, Lowther-cottages, Holloway, let at £47 per annum, term, 66½ years unexpired at £5 per annum—Sold for £450.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FREELAND—On Feb. 10, at No. 10, Church-terrace, Lee, Kent, the wife of Parker W. Freeland, Esq., Solicitor, of a daughter.

HARCOURT—On Feb. 7, at Cliff Villa, Lewisham, the wife of Clarence Harcourt, Esq., Solicitor, of a daughter.

HELLARD—On Feb. 9, the wife of Alexander Hellard, Esq., Solicitor, Portsmouth, of a daughter.

EDALL—On Feb. 10, at 16, Talbot-terrace, Westbourne-park, the wife of John H. Lydall, Esq., of a son.

PIFEI—On Feb. 4, the wife of J. P. Piper, Esq., Solicitor, of Bedford, of a daughter.

MARRIAGE.

MILLWOOD—AMOS—On Feb. 11, at Holy Trinity Church, Clapham-common, William Millwood, Esq., B.A., Barrister-at-Law, of the Middle Temple, son of Wm. Millwood, Esq., Ravenor House, Greenford, Middlesex, to Sarah Elizabeth, daughter of C. E. Amos, Esq., C.E., No. 5, Cedars-road, Clapham-common.

DEATHS.

ANDERSON—On Feb. 2, at 4, Athole-place, Edinburgh, Robert Smythe Anderson, Esq., W.S.

LAWRENCE—On Feb. 12, Emma Mary, wife of Harry Hanslip Lawrence, Esq., Solicitor, of No. 30, Bedford-square, W.C.

PEACHEY—On Feb. 6, at his residence, Roden House, Hornsey-lane, N., John Peachey, Esq., Solicitor, of Frederick's-place, Old Jewry, aged 61.

SUMMERSCALES—On Feb. 5, at Arnside, Westmoreland, John Summerscales, Esq., Solicitor, of Higher-field, Werneth, Oldham, Lancashire, aged 61.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Feb. 7, 1868.

LIMITED IN CHANCERY.

European Central Railway Company (Limited).—Vice-Chancellor Wood has fixed March 2, at 10, at his chambers, for the appointment of an official liquidator.

Imperial Land and Investment Company (Limited).—Petition for winding up, presented Feb 4, directed to be heard before the Master of the Rolls on Feb 15. Bastard, Philpot-lane, solicitor for the petitioner.

South of France Wine Growing Districts Company (Limited).—Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to William Henry McCraith, 6, Raymond-bldgs, Gray's-inn. Thursday, April 9, at 12, is appointed for hearing and adjudicating upon the debts and claims.

United English and Scottish Life Insurance Company (Limited).—Vice-Chancellor Stuart has, by an order dated Jan 30, appointed George Augustus Cape, 8, Old Jewry, to be official liquidator. Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, March 11, at 12.30, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Feb. 11, 1868.

LIMITED IN CHANCERY.

Anglo-Romano Water Company (Limited).—The Master of the Rolls has, by an order dated Jan 25, ordered that the voluntary winding up of the above company be continued. Mercer & Mercer, Mincing-lane, solicitors for the petitioners.

County and General Gas Consumers' Company (Limited).—Vice-Chancellor Malins has, by an order dated Jan 31, ordered that the above company be wound up. Peckham, Gt Knight Rider-st, Doctor's-common, solicitor for the petitioner.

Towyn Gas Lighting and Coal and Coke Company (Limited).—The Master of the Rolls has, by an order dated Jan 30, ordered that the above company be wound up. Wilkin, Tokenhouse-yard, solicitor for the petitioners.

Friendly Societies Dissolved.

FRIDAY, Feb. 7, 1868.

Schoolmasters' Association in the North of England, Newcastle-upon-Tyne. Jan 5.

TUESDAY, Feb. 11, 1868.

Clapham Benefit Society, Parochial Schoolroom, Clapham, Surrey. Feb 6.

Henley-in-Arden Friendly Society, Red Lion Inn, Henley-in-Arden, Warwick. Feb 5.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 7, 1868.

Brocas, Bernard, Beaurepaire-pk, Hants, Esq. Feb 28. Cottrill & Barker, M. R.

Dutton, Charles, Marylebone, Captain. Feb 21. Herbert & Harrison, V.C. Stuart.

Meacock, Wm Richd, Passy, nr Paris, Esq. Feb 28. Sadler & Maughan, V.C. Malins.

Shaw, Jas Davidson, Newcastle-upon-Tyne, Northumberland, Esq. March 5. Goddard & Shaw, V.C. Malins.

Woods, John Jas, Ditton-green, Surrey, Market Gardener. Feb 17. Herriek & Woods, V.C. Malins.

TUESDAY, Feb. 11, 1868.

Brealey, John, Stoke Newington, Gent. March 10. Nixon & Garstie, V.C. Malins.

Chaffers, Wm, Ramsgate, Kent. March 4. Loxley & Donne, V.C. Malins.

Collings, Geo, Lunatic Asylum, Fisherton, Wilts. March 5. Collings & Collings, V.C. Malins.

Dixee, Thos Ballew, Woodfield-hr, Harrow-rd, Engineer. March 6. Carter & Stevens, V.C. Wood.

Dickson, Wm Hy, Tonbridge Wells, Kent, Esq. March 6. Blackburn & Stokes, M. R.

Drew, Geo, Mount Pleasant, Gray's-inn-lane, Timber Merchant. March 6. Drew & Drew, V.C. Wood.

Flockton, Webster, Weybridge, Essex, Seed Crusher. March 7. Flockton & Bunning, V.C. Stuart.

Guthrie, Sophia, Scotsalder, Scotland. March 5. Inglis & Guthrie, V.C. Malins.

Wryghte, Wm Chas, Rich Lodge, Earl's Court-rd, Kensington. March 7. Keyes & Radcliffe, V.C. Malins.

Creditors under 22 & 23 Viet. cap. 35.

Last Day of Claims.

FRIDAY, Feb. 7, 1868.

Armstrong, Thos, Broughton, Manch, Gent. April 23. Aston & Co, Manch.

Baylis, Joseph Robt, Brompton-sq, Esq. April 15. Rivington, Fenchurch-bldgs.

Bean, Wm, Heath-st, Hampstead. March 6. Hacon, Fenchurch-st.

Bell, John Thos, Gloucester-pl, Hyde Park-gardens, Esq. March 7. Young & Co, Frederick's-pl, Old Jewry.

Cole, Thos, Bristol, Petato Merchant. Feb 28. Hamlin, Redhill.

Davies, Frances, Hereford, Widow. March 3. Davies, Widenarsh-st.

Early, Jas, Layham-pl, South Lambeth New-rd. April 4. Saell, George-st, Mansion-house.

East, Thos Bolt, Bermondsey-st, Leather Dresser. March 15. Whitles & Co, Barge-yard-chambers, Bucklersbury.

Haines, Geo, Eaton-sq, Pimlico, Gent. March 13. Burn, Gresham-st.

Hodgson, Wm, Islip-st, Kentish-town-rd, Carrier. March 1. Lawson, Lincoln's-inn-fields.

Miller, Wm, Chesterton, Cambridge, Butler of Trinity Hall. April 3. Francis & Co, Cambridge.

Raymont, Wm, Kingston-upon-Hall, Licensed Victualler. March 10. Rolit & Son, Hull.

Smith, Hy Turner, Chilton, Bedford, Gardener. March 9. Chapman, Biggleswade.

Smith, Archibald Johnstone, Friston-villas, Richmond, Engineer. March 1. Berry, Chancery-lane.

Spink, Martha, Filey, York, Widow. March 20. Calvert, York.

Spooner, Richd, West Worthing, Sussex. March 25. Hunter & Co, New-sq, Lincoln's-inn.

Stopford, The Rev Geo Fows, Northampton, Barton Seagrave. March 12. Frere & Co, Lincoln's-inn-fields.

Taylor, Robt Chas, Campbell-ter, Bow-rd, Gent. March 13. Burn, Gresham-st.

TUESDAY, Feb. 11, 1868.

Bagshaw, Wm, Compton-ter, Islington, Accountant. April 7. Bagshaw, Old Broad-st.

Bates, Edwd, Essex-lodge, Boundary-rd, St John's-wood, Esq. March 1. Grestorex, Chancery-lane.

Bensted, Wm, Hartley Court, Kent, Farmer. March 9. Haywards & Co, Essex-st, Strand.

Birch, Jas, Park-lane, Croydon, Solicitor. April 6. Young & Co, Frederick's-pl, Old Jewry.

Breeze, Saml, Abernule Mill, Montgomery, Gent. March 31. Woonnam, Newtown.

Burgin, Jas, Sheffield, Boat Dealer. March 21. Creswick, Sheffield.

Chennell, Amelia, Wheathampstead, Hertford, Widow. March 12. Field, Furnival's-inn, Holborn.

Conyngham, Geo Lenox, jun, Eaton-sq. March 21. Warry & Co, Lincoln's-inn-fields.

Conyngham, Geo Lenox, Eaton-sq, Chief Clerk in the Foreign Office, March 21. Warry & Co, Lincoln's-inn-fields.

Fairburn, Danl, Kingston-upon-Hull, Master Mariner. March 25. Phillips, Hull.
 Fry, Bruges, Cheddar, Somerset, Coroner. March 23. Bennett, Axbridge.
 Grant, Chas, Old Burlington-mews, Regent's-st, Livery Stable Keeper. March 10. Davidson & Co, Basinghall-st.
 Hoë, Elis, Addison-rd, Kennington, Spinster. April 22. Barron, Guildford-st, Russell-sq.
 Miller, Boyd, Collier's Wood, Mitcham, Esq. May 1. Maples & Co, Frederick's-pl, Old Jewry.
 Nicholson, Geo Kerr, St Saviour's, Jersey, Esq. April 26. Langhorne, Wakefield.
 Palmer, Thos, Dagenham, Essex, Farmer. March 25. Hillearys & Tunstall, Fenchurch-bldgs.
 Peters, Jas Cranwell, Cambridge, Jeweller. April 1. Harris & Knowles, Cambridge.
 Phillips, Sarah, Chelton-st, Euston-rd, Widow. March 16. Wehnert, King-st, Chesham.
 Pritchard, Thos Kimberley, Manchester-st, Surgeon. April 1. Pattison & Co, Lombard-st.
 Ridley, Chas, Charlotte-st, Bedford-sq, Surgeon. May 1. Cowdell & Grundy, Abchurch-lane.
 Rockett, Hugh, Weston-super-Mare, Somerset, Esq. April 15. Fussell & Prichard, Bristol.
 Roxburgh, Andrew, Shipley, York, Pattern Designer. March 25. Thompson, Bradford.
 Savory, Chas, Leamington, Warwick, Esq. July 30. Pridaux & Clark, Bristol.
 Sinclair, John, Brighton, Esq. April 7. Taylor & Co, Gt James-st, Bedford-row.
 Stannard, John, Stratford, Essex, Gent. March 25. Hillearys & Tunstall, Fenchurch-bldgs.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb 7, 1868.

Avery, Thos, Aylesbury, Bucks, Upholsterer. Feb 5. Comp. Reg Feb 7.
 Burrard, Wm, Leicester, Shoemaker. Jan 24. Asst. Reg Feb 6.
 Baynes, Carleton, Rochester, Kent, Civil Engineer. Feb 4. Comp. Reg Feb 4.
 Best, Sylvester, John, Nottingham, Warehouseman. Jan 31. Asst. Reg Feb 5.
 Bishop, Jonathan, Worcester, Licensed Victualler. Jan 25. Asst. Reg Feb 5.
 Bourner, Charles, Devonshire-grove, Old Kent-rd, Comm Agent. Feb 1. Comp. Reg Feb 4.
 Briley, Sarah, Bury, Lancaster, Beerseller. Jan 13. Asst. Reg Feb 6.
 Bromley, Wm, Newcastle-upon-Tyne, Grocer. Jan 24. Asst. Reg Feb 6.
 Brown, Henry Wm, Plymouth, Devon, Tobacco-nist. Jan 14. Asst. Reg Feb 6.
 Budden, Thos, Basingstoke, Southampton, Mason. Jan 9. Comp. Reg Feb 6.
 Chandler, Chas, Guildford, Surrey, Licensed Victualler. Jan 31. Comp. Reg Feb 6.
 Clarke, Saml Thos, Bury-st, Westminster, Attorney. Jan 15. Asst. Reg Feb 5.
 Cooke, Arthur Hy, Old Cavendish-st, Auctioneer. Jan 18. C omp. Reg Feb 4.
 Cottle, Saml, Milbank-st, Westminster, Corn Dealer. Jan 7. Asst. Reg Feb 4.
 Cumming, Fraser Simon, Richmond-rd, Bayswater, Merchant. Jan 30. Asst. Reg Feb 4.
 Dolan, Wm, Guildford, Surrey, Tailor. Jan 30. Comp. Reg Feb 6.
 Durham, Thos, Howland-st, Tottenham-cr-rd, Engraver. Jan 27. Comp. Reg Feb 4.
 Floyd, Jas, Princes Risborough. Jan 30. Comp. Reg Feb 6.
 Froud, Geo, Brookfield-rd, Victoria Park, Builder. Jan 10. Asst. Giles, Cook John, Pelham-ter, Notting-hill. Feb 3. Comp. Reg Feb 6.
 Hadfield, Robt, & George Hadfield, Radcliffe, Lancaster, Manufacturers. Jan 16. Asst. Reg Feb 7.
 Hankinson, Benj Fredk, Great Bridge, Stafford, Grocer. Jan 27. Comp. Reg Feb 6.
 Hawthorn, Jas, Church-st Hackney, Manufacturing Jeweller. Jan 30. Comp. Reg Feb 5.
 Hayward, Wm, Gillingham, Dorset, Tailor. Jan 18. Asst. Reg Feb 7.
 Hedley, Jas, Middlesbrough, York, Coal Merchant. Jan 25. Comp. Reg Feb 6.
 Heward, Emma, Berkeley Villas, Brixton, & Lydia Buckland, Ives, Clapham-rise, School Proprietors. Feb 4. Asst. Reg Feb 5.
 Higgs, Jas, Sylvan-grove, Old Kent-rd, Lighterman. Feb 5. Comp. Reg Feb 6.
 Hodgson, Chas Harvy, Union-rd, Victoria Park, Clerk. Feb 3. Comp. Reg Feb 6.
 Hollings, Edmund, Horsforth, near Leeds, Cloth Manufacturer. Jan. 17. Asst. Reg Feb 6.
 Hoyland, Benjamin, Crowley Bar, Derby, Shopkeeper. Jan 25. Comp. Reg Feb 4.
 Hunter, Wm, Jarrow, Durham, Provision Dealer. Jan 24. Comp. Reg Feb 6.
 Jones, Wm Hy, Liverpool, Iron Merchant. Nov 22. Asst. Reg Feb 3.
 Kay, John, Stamford-st, Blackfriars-rd, Mantle Maker. Jan 24. Comp. Reg Feb 4.
 King, Hy, Bristol, Warehouseman. Jan 14. Asst. Reg Feb 6.
 Leewe, Benj Daniel, & John Bailer Rolle Langford, New London-st, Ship Brokers. Jan 29. Comp. Reg Feb 5.
 Lyall, Robt, Gateshead, Durham, Provision Dealer. Jan 27. Comp. Reg Feb 7.
 Marriott, Eliza, Victoria, Rowell, Northampton, Widow. Jan 13. Asst. Reg Feb 6.
 Matthews, John, Attercliffe, York, Grocer. Jan 29. Asst. Reg Feb 6.
 Morey, Owen, Tottenham-court-rd, Victualler. Jan 10. Asst. Reg. Feb 6.

Morgan, Thos, South Audley-st, Tailor. Jan 30. Comp. Reg Feb 3.
 Morin, Wm, Bushby, Paddington, Florist. Jan 3. Comp. Reg Feb 3.
 Moss, Isaac, & Abraham Moss, Manchester, Trimming Manufacturers. Jan 29. Asst. Reg Feb 5.
 Neill, Jas, Bradford, York, Contractor. Jan 14. Comp. Reg Feb 4.
 Nicolson Angus, Birmingham, Draper. Jan 17. Asst. Reg Feb 6.
 Oakes, Alfred, Kentish Town-rd, Boot and Shoe Manufacturer. Feb 3. Comp. Reg Feb 7.
 O'Sullivan, Jerome, Liverpool, Hosier. Jan 13. Comp. Reg Feb 5.
 Parry, Robert Griffith, Chester, Provision Dealer. Jan 10. Comp. Reg Feb 6.
 Peacock, Thos, Mow Cop, Chester, Collier. Jan 31. Asst. Reg Feb 8.
 Price, Thos, David, Addiscombe, Surrey, Commission Agent. Jan 22. Asst. Reg Feb 7.
 Prime, Benj, Cheshunt, Hertford, Grocer. Jan 23. Comp. Reg Feb 6.
 Potts, Elizabeth, South Shields, Durham, Grocer. Jan 11. Asst. Reg Feb 7.
 Pye, Wm, junior, Preston, Lancaster, Timber Dealer. Jan 30. Asst. Reg Feb 7.
 Readshaw, Wm, West Hartlepool, Durham, Builder. Jan 9. Comp. Reg Feb 6.
 Robinson, Alfred, Birkenhead Chester, Grocer. Jan 27. Asst. Reg Feb 6.
 Saunders, Thos, Canterbury, Draper. Feb 4. Comp. Reg Feb 6.
 Short, Samuel & and Richard Bailey, Barnstaple Devon, Watchmakers. Jan 31. Asst. Reg Feb 6.
 Simpson, Henry, Egremont, Cumberland, Grocer. Jan 11. Comp. Reg Feb 5.
 Smith, Emanuel, Stony Stafford, Buckingham, Carpenter. Jan 20. Asst. Reg Feb 7.
 Stubbs, Thos, Jas, Woodford, Essex, Gentleman. Jan 17. Comp. Reg Feb 4.
 Tabberer, John, Small-heath, Warwick, out of business. Jan 31. Comp. Reg Feb 4.
 Thomas, John, Brunswick-place, Hoxton, Tailor. Jan 24. Comp. Reg Feb 6.
 Wallis, John, Hart-st, Grosvenor-square, Grocer. Jan 24. Comp. Reg Feb 6.
 Wallis, Wm Geo Dennett, Princes-st, Westminster, Law Stationer. Jan 31. Comp. Reg Feb 6.
 Ward, Thos, Barrow-in Furness, Lancaster, Grocer. Jan 11. Comp. Reg Feb 6.
 Wells, Alfred Ipswich, Suffolk, Grocer. Jan 17. Comp. Reg Feb 5.
 Whitaker, Catherine, & Margaret Whitaker, Manchester, Drapers. Jan 8. Comp. Reg Feb 5.
 Withers, Henry Hartly, Liverpool, Bank Manager. Feb 5. Asst. Reg Feb 6.
 Wooding, Wm, Little Dawley, Salop, Provision Dealer. Feb 6. Comp. Reg Feb 7.

TUESDAY, Feb. 18, 1868.

Afflick, Robt, Lpool, Draper. Jan 29. Asst. Reg Feb 8.
 Andrew, Jas, Ashton-under-Lyne, Lancaster, Cotton Waste Dealer. Jan 24. Comp. Reg Feb 10.
 Ascham, Jas, Jun, Sheffield, Beerhouse Keeper. Feb 5. Comp. Reg Feb 11.
 Bailey, Hy, Elmdale Sutton, Surrey, Manufacturer of Linen Goods. Feb 7. Comp. Reg Feb 11.
 Bailey, Jas, Broadbury Lodge, Kilburn, Builder. Jan 14. Inspector-ship. Reg Feb 8.
 Baker, Edw'd, Harborne, Stafford, Attorney. Jan 14. Comp. Reg Feb 8.
 Barker, John, Broad-st, Lambeth, Victualler. Feb 10. Comp. Reg Feb 11.
 Barry, Fredk, City-rd, Doctor. Feb 4. Comp. Reg Feb 7.
 Berment, Chas, Lowestoft, Suffolk, Carter. Jan 13. Asst. Reg Feb 8.
 Blackwell, Saml, Birn, Retail Brewer. Feb 5. Comp. Reg Feb 6.
 Bingham, John, Bury, Lancaster, Refreshment House Keeper. Jan 15. Conv. Reg Feb 10.
 Bishop, Robt, Avenue-wharf, Old-ford-rd, Carman. Feb 5. Comp. Reg Feb 10.
 Brown, Chas, Kings-rd, Chelsea, House Decorator. Jan 25. Comp. Reg Feb 11.
 Campling, Jas Jos, Norwich, General Agent. Jan 25. Comp. Reg Feb 11.
 Cannot, Gustave Adolphe, Pantion-sq, Haymarket, Paper Merchant. Feb 10. Comp. Reg Feb 10.
 Cheshire, Edw'd, Manchester, Warehouseman. Feb 7. Comp. Reg Feb 11.
 Clark, Adam, Leicester, Grocer. Feb 3. Asst. Reg Feb 10.
 Clynes, Thos, Manx, Wine Cooper. Jan 17. Comp. Reg Feb 11.
 Cobon, Edw'd, Falmouth, Cornwall, Grocer. Jan 23. Comp. Reg Feb 10.
 Coleman, Saml, Caerphilly, Glamorgan, Grocer. Jan 20. Comp. Reg Feb 10.
 Cox, Demonic, Manch, Hawker. Feb 6. Comp. Reg Feb 10.
 Davies, Hy, Aberysthwy, Monmouth, Grocer. Jan 25. Comp. Reg Feb 10.
 Dixon, Eliz, Saxilby, Lincoln, Farmer. Jan 27. Comp. Reg Feb 10.
 Dodge, Wm, Sherborne, Dorset, Farmer. Feb 1. Asst. Reg Feb 10.
 Drake, John, & Danl Drake, Norwich, Soda Water Manufacturers. Feb 1. Asst. Reg Feb 10.
 Eyles, Jas, Manch, Dyer. Feb 4. Comp. Reg Feb 8.
 Fryer, John, Millthorpe, Westmoreland, Tailor. Feb 3. Comp. Reg Feb 8.
 Goodall, Geo, Oldham, Lancaster, Flagman. Jan 13. Asst. Reg Feb 10.
 Hall, Hy, Headingley, Leeds, Chemist. Jan 14. Asst. Reg Feb 10.
 Hall, John Barnes, Moreton-st, Pimlico, Jeweller. Feb 4. Comp. Reg Feb 10.
 Harran, John Hemingway, Chikely, York, Mill Owner. Jan 20. Comp. Reg Feb 11.
 Hasel, Wm, Warrington, Lancaster, Tobacco-nist. Jan 15. Comp. Reg Feb 10.
 Howell, Stephen, Herbert-st, Hoxton, Milliner. Jan 31. Comp. Reg Feb 10.

Howlett, Ann, Norwich, Ironmonger. Jan 13. Asst. Reg Feb 10.
 Humpherson, Hy, Birm, Screw Maker. Feb 4. Comp. Reg Feb 10.
 Hunsate, Jas Anning, Walford-rd, Hornsey, Commercial Clerk. Feb 5. Comp. Reg Feb 11.
 Ibbotson, Thos Hamer, Glossop, Derby, Paper Manufacturer. Feb 6. Inspectorship. Reg Feb 10.
 Jagger, John, Claremont, York, Stone Deliver. Feb 4. Comp. Reg Feb 8.
 Johnson, Fredk John, Moseley, Worcester, Publican. Feb 7. Comp. Reg Feb 8.
 Jones, Ebenezer Morgan, Lambeth-walk, Hosier. Jan 23. Asst. Reg Feb 8.
 Jones, Jonathan, Dudley, Worcester, Iron-master. Jan 2. Comp. Reg Feb 8.
 Kinchin, Edwin, Solly Oak, Worcester, Retail Brewer. Jan 27. Comp. Reg Feb 10.
 Kingwell, Thos Hugh, Globe-wharf, Mile-end-rd, Biscuit Manufacturer. Jan 31. Comp. Reg Feb 11.
 Larson, Geo Fredk, Greenwich, Coat, Linen Draper. Jan 23. Asst. Reg Feb 8.
 Lee, Fredk, Danbury, Essex, Grocer. Jan 31. Comp. Reg Feb 10.
 Marden, Geo Anthony, Hanley, Stafford, Draper. Jan 13. Comp. Reg Feb 8.
 Moss, Joseph, jun, Bristol, Bootmaker. Feb 6. Asst. Reg Feb 10.
 Murray, Thos, Lpool, Draper. Jan 22. Asst. Reg Feb 10.
 Pain, John Taylor, Clarendon-rd, Notting-hill, Coal Merchant. Feb 7. Comp. Reg Feb 10.
 Perry, Robt, Bath, Miller. Jan 14. Comp. Reg Feb 8.
 Rhodes, Jas, & John Jas Richardson, Leeds, Hackel and Gill Pin Makers. Jan 16. Comp. Reg Feb 10.
 Robinson, John, Barrow-in-Furness, Lancaster, Jeweller. Jan 29. Asst. Reg Feb 10.
 Rutland, Wm, Dorset-pl, Dorset-sq, Auctioneer. Feb 5. Comp. Reg Feb 6.
 Smith, Selim, Cheltenham, Gloucester, Milliner. Jan 18. Comp. Reg Feb 10.
 Straus, Abraham, Back Church-lane, Commercial-rd East, Boot Manufacturer. Jan 31. Comp. Reg Feb 10.
 Tatham, Jonas, Rochdale, Lancaster, Machinist. Jan 23. Comp. Reg Feb 8.
 Thackwray, Fredk, Harrogate, York, Commission Agent. Feb 5. Asst. Reg Feb 8.
 Thompson, John Myers, Dewsbury, York, Woollen Draper. Feb 6. Comp. Reg Feb 7.
 Tubbs, Fredk, Archer-st, Westbourne-grove, Ironmongers. Jan 17. Asst. Reg Feb 11.
 Wain, John, Belper, Derby, Contractor. Feb 6. Asst. Reg Feb 8.
 Welfie, Thos Phillips, Louth, Lincoln, Attorney. Jan 15. Asst. Reg Feb 7.
 Wansbrough, Ernest Geo, Weston-super-Mare, Somerset, Painter. Jan 27. Asst. Reg Feb 11.
 Welch, John Wellington, Grovenor-st, Oxford-st, Agent. Feb 6. Comp. Reg Feb 11.
 Woolven, John, Brighton, Sussex, Butcher. Feb 6. Comp. Reg Feb 10.

Banrupts.

FRIDAY, Feb. 7.

To Surrender in London.

Allard, Stephen, Provost-st, New North-rd, Watchman. Pet Feb 5. Feb 26 at 2. Brighton, Bishopgate-st Without.
 Allan, John, Solbourne, Hants, Farmer. Pet Feb 5. Pepps. Feb 27 at 2. Grace, Little Tower-st.
 Bennett, Horace, Upper John-st, Golden-sq, Professor of Music. Pet Feb 4. Murray. Feb 24 at 11. Nind, Basinghall-st.
 Berlyn, Philip, Hutchinson-avenue, Houndsditch, Jeweller. Pet Feb 6. Murray. Feb 24 at 12. Dobie, Basinghall-st.
 Betts, Wm Hy, Pentonville-rd, Auctioneer. Pet Feb 4. Feb 26 at 11. Day, St Swithins-lane.
 Birge, Chas, New Burlington-mews, Regent-st, Job Master. Pet Feb 4. Pepps. Feb 27 at 1. Chapel, Golden-sq.
 Bingham, John, Great College-st, Westminster, Parliamentary Agent. Pet Nov 6. Feb 24 at 1. Chidley, Old Jewry.
 Blackford, Eliza, Britannia-st, Hoxton, Baker. Pet Feb 3. Roche. Feb 19 at 1. Drake, Basinghall-st.
 Bookham, Thos, Broad-st, Ratcliffe, Licensed Victualler. Pet Jan 28. Roche. Feb 19 at 1. Linklaters & Co, Walbrook.
 Brighton, Geo Clarke, Auckland-st, Vauxhall, out of business. Pet Feb 5. Pepps. Feb 27 at 2. Lewis & Whitbourne, Basinghall-st.
 Bryant, Thos, Freeland-ter, Bromley, Kent, Builder. Pet Feb 1. Pepps. Feb 25 at 1. Cann, Lincoln's-fields.
 Cohen, Solomon, Houndsditch, Cap Manufacturer. Pet Feb 3. Feb 24 at 2. Sydney, Bishopgate-st Within.
 Craker, Chas, Forest-rd, Dalston, Boot Maker. Pet Jan 29. Feb 19 at 2. Dobie, Basinghall-st.
 Eales, Richd, Ruislip, Hay Salesman. Pet Feb 1. Feb 24 at 1. George, Jermyn-st, St James'.
 Entwistle, Wm Hy, Great York-mews, Marylebone, Chair Maker. Pet Feb 4. Murray. Feb 24 at 11. Nind, Basinghall-st.
 Foster, Wm Jas, George-lane, Woodrd, Essex, out of employment. Pet Feb 3. Pepps. Feb 25 at 1. Clennell, Great Knight Rider-st.
 Franklin, Gershom, Goodman's-fields, Superintendent of the Jews Orphan Asylum. Pet Feb 4. Murray. Feb 24 at 12. Sydney & Son, Finsbury-circus.
 Gannaway, Alfred Joseph, Southampton, House Agent. Pet Feb 3. Feb 24 at 2. Mackey, Southampton.
 Gillet, Alphons, Beaumont-sq, Stepney, Grocer. Pet Feb 1. Feb 24 at 1. Marshall, Lincoln's-inn-fields.
 Grady, Thos Western, Hastings Sussex, Grocer. Pet Feb 3. Roche. Feb 17 at 1. Lydall, Southampton-bldgs.
 Hales, Sir Nathaniel, Bart, Prisoner for Debt, London. Pet Feb 4. (for pau). Pepps. Feb 27 at 12. Drake, Basinghall-st.
 Hayward, Richd, Woodbridge, Suffolk, Cabinet Maker. Pet Feb 5. Murray. Feb 24 at 1. Pollard, Ipswich.
 Howes, Jas, Upper William-st, St John's-wood, out of business. Pet Feb 3. Pepps. Feb 25 at 2. Long, Pitfield-st.
 Hurst, Ambrose Maude, Prisoner for Debt, London. Pet Jan 31. (for pau). Feb 27 at 2. Edwards, Bush-lane, Cannon-st.

Hutt, Geo, Walbrook, Iron Merchant. Pet Feb 4. Feb 26 at 12. Perry, Guildhall chambers.
 Jenkins, Joseph Kevitt, Leyton, Essex, Comm Agent, Pet Feb 3. Feb 24 at 2. Angell, Guildhall-yard.
 Jones, Edwd Joseph, Turk's Head-ct, Golden-lane, Packing Case Maker. Pet Feb 3. Feb 26 at 12. Dobie, Basinghall-st.
 Lee, John, Hutchinsons-avenue, Gravel-lane, Houndsditch, General Dealer. Pet Feb 1. Pepps. Feb 27 at 1. Righy, Coleman-st.
 Lowe, Saml, South End, Croydon, Eating-house Keeper. Pet Feb 5. Feb 26 at 2. Parry, Croydon.
 Margetta, Hy, Prisoner for Debt, London. Pet Feb 4 (for pau). Pepps. Feb 27 at 12. Drake, Basinghall.
 Oakley, Wm, Whitecross-st, Greengrocer. Pet Feb 3. Roche. Feb 19 at 1. Newman, Bucklersbury.
 Olivry, Clement Cirille, Poland-st, Oxford-st, Drawing Mount Cutter. Pet Feb 3. Pepps. Feb 27 at 1. Maniere, Great James-st, Bedford-row.
 Parkin, Geo, Wyre, Kent, Grasier. Pet Feb 4. Murray. Feb 17 at 1. Dncean & Merton, Southampton-st, Bloomsbury.
 Podmore, Charlotte, Silchester-ter, Notting-hill, out of business. Pet Feb 4. Feb 26 at 12. Clarke, St Mary's-sq, Paddington.
 Pritchard, Richd, Mile End-rd, Medical Herbalist. Pet Jan 30. March 2 at 11. Watson, Coleman-st.
 Raudnitz, Sinney, Addie-st, Wood-st, Merchant. Pet Feb 5. Feb 26 at 2. Steadman, London-wall.
 Roper, Robt, Wilton-ter, Thornton-heath, Comm Agent. Pet Feb 3. Pepps. Feb 25 at 2. Munton, St James-st, Bedford-row.
 Rickett, Geo, Graftham, Huntingdon, Farmer. Pet Feb 3. Pepps. Feb 25 at 2. Fox & Co, Gresham-house.
 Russell, Chas Dupre, Cambridge-ter, Paddington, out of business. Pet Feb 4. Murray. Feb 24 at 11. Peverley, Gresham-bldgs, Basinghall-st.
 Russell, Wm, Walter, Gainsford-st, Morsleydown, Engineer. Pet Feb 1. Pepps. Feb 27 at 12. Chipperfield, Trinity-st, Southwark.
 Shakespear, Rachel, Pentonville-rd, Milliner. Pet Feb 3. Feb 26 at 11. Marshall, Lincoln's-inn-fields.
 Shep, Hy, Kingsgate-st, Birm, Smith. Pet Feb 3. Roche. Feb 19 at 1. Scott, Basinghall-st.
 Sheep, Thos, Holborn-hill, Ironfounder. Pet Jan 31. Feb 24 at 12. Howell, Cheap-side.
 Spokes, Jas Wm, London-rd, Southwark, Bookseller. Pet Jan 30. Pepps. Feb 25 at 11. Peverley, Gresham-bldgs, Basinghall-st.
 Taylor, Wm John, High-st, Wandsworth, Clothier. Pet Jan 29. Murray. Feb 17 at 1. Solomon, Gresham-st.
 Vaccaro, Francesco, Waterloo-rd, Merchant's Clerk. Pet Feb 4. Murray. Feb 24 at 12. Fry, Mark-lane.
 West, Wm, Beaulieu, Southampton, Baker. Pet Feb 5. Murray. Feb 24 at 12. Paterson & Sons, Beauverie-st, Fleet-st.
 Wilson, Hy, Sonthese, Hants, Retired Assistant Surgeon. Pet Feb 3. Pepps. Feb 25 at 2. Sorrell, Gt Tower-st.
 Wreford, Wm Hy, Old Broad-st, Journalist. Pet Feb 3. Roche. Feb 19 at 12. Ingle & Goody, King William-st.

To Surrender in the Country.

Autey, Fredk, Crowle, Lincoln, Auctioneer. Pet Feb 8. Leeds, Feb 26 at 12. Spurr & Chambers, Hull.
 Bacon, Joseph, Mold, Flint, out of business. Pet Feb 1. Eyton. Mold, Feb 18 at 11. Hewitt, Flint.
 Baker, Wm, Smethwick, Stafford, Licensed Victualler. Pet Feb 3. Turr. Birm, Feb 21 at 12. Parry, Birm.
 Barrett, Hy, Bradford, York, Painter. Pet Jan 31. Bradford, Feb 18 at 9.15. Hutchinson, Bradford.
 Bate, Edwin Joseph, Bilston, Stafford, Grocer. Pet Feb 5. Hill. Birm, Feb 19 at 12. Woodward & Son, Wednesbury.
 Bickle, Wm Aaron, Newbridge, Cornwall, Innkeeper. Pet Jan 31. Bridgman, Tavistock, Feb 17 at 11. Chilcott, Tavistock.
 Blayds, Robt, Sandbach, Chester, Hosier. Pet Feb 3. Lpool, Feb 18 at 12. Eddy, Lpool.
 Broughton, Jas, Cannon, Nottingham, Carrier. Pet Feb 5. Newton. Newark, Feb 19 at 12. Ashley, Newark.
 Bryning, John Paisley, Prisoner for Debt, Walton. Pet Jan 15 (for pau). Hime, Lpool, Feb 17 at 3.
 Burgess, Joseph, Bristol, Warehouseman. Pet Feb 4. Harley. Bristol, March 6 at 12. Clifton.
 Botton, Geo, Kingston-upon-Hull, Engineer. Pet Feb 5. Phillips. Kingston-upon-Hull, Feb 18 at 11. Glider, Hull.
 Cartwright, John, Sheffield, Billiard Table Maker. Pet Feb 6. Wake. Sheffield, Feb 19 at 1. Binney & Son, Sheffield.
 Cooney, Christopher, Bournemouth, Hants, Builder. Pet Feb 3. Drutik, Christchurch, Feb 21 at 11. Sharp, Christchurch.
 Cooke, Geo, Whitechurch, Shropshire, Cooper. Pet Jan 30. Jones. Whitechurch, Feb 21 at 10. Edleston, Nantwich.
 Cope, Thos, Hartshill, Warwick, Publican. Pet Feb 4. Baxter. Atherstone, Feb 19 at 11. Craddock.
 Day, Geo Fredk, Woodgreen, Hants, Grocer. Pet Feb 3. Johns. Fordingbridge, Feb 20 at 10. Ward, Fordingbridge.
 Downes, Wm, Manch, Cotton Waste Dealer. Pet Feb 3. Kay. Manch, Feb 23 at 9.30. Atkinson & Co, Manch.
 Duell, Robt, Dover, Kent, Hotel Commissioner. Pet Jan 31. Dover, Feb 18 at 12.30. Fox, Dover.
 Dunre, Ferdinand, Lpool. Pet Feb 4. Lpool, Feb 18 at 11. Eddy, Lpool.
 Ellis, Geo, Norton Lees, Derby, Farmer. Pet Feb 4. Feb 19 at 12. Ryalls & Son, Sheffield.
 Evans, Jas, Bishopstow, Gloucester, Mariner. Pet Feb 3. Harley. Bristol, Feb 21 at 12. Benson & Elletson.
 Eves, Wm, Brighton, Sussex, Bootmaker. Pet Feb 3. Everashed. Brighton, Feb 20 at 11. Lamb, Brighton.
 Field, Danl Coleman, Broadwater, Sussex, Carpenter. Pet Feb 5. Bennett. Worthing, Feb 22 at 11.45. Lamb, Brighton.
 Field, Victor Edwin, Alverstoke, Hants, Dispensary Assistant. Pet Feb 3. Howard. Portsmouth, Feb 18 at 12. Champ, Portsea.
 Fishburn, John, Haswell Moor, Durham, Pitman. Pet Feb 4. Child. Hartlepool, Feb 18 at 11. Todd, Hartlepool.
 Gosling, Geo, Ipswich, Suffolk, out of business. Pet July 14. Pretzman, Ipswich, Feb 21 at 11. Hill, Ipswich.
 Griffiths, Thos, Black Mill, Glamorgan. Pet Feb 1. Lewis. Bridgend, Feb 13 at 12. Thomas, Pontypidd.

Groves, Thos, Appleby, Westmorland, Builder. Pet Feb 3. Gibson. Newcastle-upon-Tyne, Feb 21 at 12. Bousfield, Newcastle-upon-Tyne.

Gunn, Nathaniel, Brighton, General Dealer. Pet Feb 5. Evershed. Brighton, Feb 24 at 11. Mardall, Brighton.

Harris, Geo Britton, Bristol, out of business. Pet Feb 4. Harley. Bristol, March 6 at 12. Beckingham.

Jacobi, Selli, Falcon-st, Aldersgate-st, Merchant. Pet Feb 3 (for pau). Blaker. Lewes, Feb 21 at 11.

Jack, David, Durham, Basket Maker. Pet Feb 3. Greenwell. Durham, Feb 19 at 11. Watson, Durham.

Johnson, Geo, Thideswell, Derby, Innkeeper. Pet Feb 3. Hubbersty. Bakewell, Feb 22 at 12. Whetcroft, Matlock.

Johnstone, John, Haxey, Lincoln, Clerk in Holy Orders. Pet Feb 4. Stephen. Leeds, Feb 26 at 12. Toynbee & Larkon, Lincoln.

Kewley, Wm, West Derby, Lancaster, Baker. Pet Feb 3. Hime. Lpool, Feb 18 at 3. Ritson, Lpool.

Lanyon, Wm, Truro, Cornwall, Grocer. Pet Feb 3. Chilcott. Truro, Feb 19 at 11. Carlyon & Paul, Truro.

Lawton, Ben, Delph, York, out of business. Pet Feb 1. Summercales. Saddleworth, Feb 19 at 12. Lawton, Valenciennes.

Mason, Fredk, Corby, Lincoln, Saddler. Pet Feb 5. Thompson. Grantham, Feb 24 at 11. Mallin, Grantham.

Mellor, Robt, Oldham, Lancaster, Cotton Spinner. Pet Feb 5. Macrae. Manch, Feb 20 at 12. Sale & Co, Manch.

Morgan, Chas, Prisoner for Debt, Bristol. Adj Feb 4 (for pau). Harley. Bristol, Feb 21 at 12.

Neil, Thos, West Derby, Lancaster, Foreman. Pet Feb 4. Hime. Lpool, Feb 18 at 3. Worship, Lpool.

O'Brien, Jeremiah, Merthyr Tydfil, Glamorgan, Butcher. Pet Feb 4. Russell. Merthyr Tydfil, Feb 19 at 11. Lewis, Merthyr Tydfil.

Packer, Thos, Cheltenham, Gloucester, out of business. Pet Feb 3. Gale. Cheltenham, Feb 18 at 11. Skinner, Cheltenham.

Pilling, Wm, Oxton, Chester, Licensed Victualler. Pet Feb 3. Lpool, Feb 20 at 12. Bellringer, Lpool.

Poole, John, King's Arms-yard, Coleman-st, Bill Broker. Pet Feb 3 (for pau). Blaker. Lewes, Feb 21 at 11.

Pritchard, Hugh, Leeds, Engraver. Pet Feb 3. Marshall. Leeds, Feb 18 at 12. Granger & Son, Leeds.

Rieber, Fedder Johannes Julius, Newcastle-upon-Tyne. Pet Feb 4. Gibson. Newcastle-upon-Tyne, Feb 19 at 12. Ingledew & Daggett. Newcastle-upon-Tyne.

Robinson, Aaron, & Chas Tomkinson, New Worley, nr Leeds, Bricklayers. Pet Feb 3. Leeds, Feb 24 at 11. Harle, Leeds.

Roper, Alex Bradden, Exeter, Harness Maker. Pet Jan 25 (for pau). Daw. Exeter, Feb 18 at 11. Flood, Exeter.

Rosenthal, Abraham, Birm, Hat Manufacturer. Pet Jan 27. Hill. Birm, Feb 19 at 12. Stubbs & Fowke, Birm.

Russell, John, Oldham, Lancaster, Journeyman Joiner. Pet Feb 3. Tweedale. Oldham, Feb 19 at 10. Clark, Oldham.

Saunders, Wm, Tonbridge Wells, Kent, Boot Manufacturer. Pet Feb 1. Allelyne. Tonbridge Wells, Feb 21 at 3. Cripps, Tonbridge Wells.

Sermon, Geo, Manch, Veterinary Surgeon. Pet Feb 3. Kay. Manch, Feb 25 at 9.30. Boots & Rylance, Manch.

Shaw, Thos, Manch, Cutler. Pet Feb 5. Kay. Manch, Feb 25 at 9.30. Marsland & Addleshaw, Manch.

Smith, Thos, Shotley Bridge, Durham, out of business. Pet Feb 3. Booth. Shotley Bridge, Feb 21 at 11. Taylor, Hexham.

Smith, Thos, Day, Dawlish, Devon, Butcher. Pet Feb 3. Exeter, Feb 19 at 12. Fryer, Exeter.

Spencer, Walter, West Malling, Kent, Fruit Grower. Pet Feb 4. Scudamore. Maidstone, Feb 20 at 11. Peverley, Gresham-bldgs, Basinghall-st.

Stone, Isaac, Manch, out of business. Pet Feb 3. Harris. Manch, Feb 17 at 12. Livett, Manch.

Stretton, Thos Cox, Prisoner for Debt, Nottingham. Pet Jan 14. Sanders. Nottingham, March 10 at 11. Maples, Nottingham.

Tunmore, Abraham, Hartlepool, Durham, Publican. Pet Feb 4. Child. Hartlepool, Feb 18 at 11. Strover, West Hartlepool.

Webb, John, jun, Chew Magna, Somerset, Beerhouse Keeper. Pet Feb 5. Mogg. Temple Cloud, Feb 17 at 12. Benson, Bristol.

Williams, Robt, Rhyl, Flint, Builder. Pet Feb 4. Lpool, Feb 20 at 11. Evans & Co, Lpool.

Wrensted, John, Tonbridge Wells, Innkeeper. Pet Feb 1. Allelyne. Tonbridge Wells, Feb 21 at 3. Cripps, Tonbridge Wells.

TUESDAY, Feb. 11, 1868.

To Surrender in London.

Balding, James, Great Dover-st, Borough, Manufacturer. Pet Feb 4. Pepps. Feb 24 at 1. Feverley, Grosvenor-buildings, Basinghall-st.

Baldwin, Thos, Ann's-terrace, Cambridge-health, Builder. Pet Feb 8. Pepps. Feb 25 at 12. Crossfield, Hackney-rd.

Bell, Robt Wm, Tring, Hertford, Builder. Pet Jan 31. Pepps. March 2 at 12. Reed & Co, Gresham-st.

Botcherby, Jos, Museum-st, Bloomsbury, Job Master. Pet Feb 7. Roche. Feb 26 at 11. Gibbon, Bedford-row.

Brown, Chas, Great Bland-st, Southwark, Carman. Pet Feb 6. Pepps. Feb 27 at 1. Dobie, Basinghall-st.

Buck, Wm, East Farleigh, Kent, Farmer. Pet Feb 7. Murray. Feb Feb 24 at 1. Monckton & Co, Raymonds-buildings, Gray's-inn.

Burgess, Lydia, Rose-villa, Fulham, Widow. Pet Feb 6. Feb 26 at 2. Bickley, Bouverie-st Fleet-st.

Edwards, Hy, Wellington-terrace, Holloway, Writer. Pet Feb 6. Feb 24 at 1. Chester, Newington Butts.

Furey, Daniel, New-st, Dorset-square, Hairdresser. Pet Feb 5. Roche. Feb 26 at 11. St Paul, Connaught-terrace, Hyde Park.

Griffiths, Saml, Palmerston-bldgs, Old Broad-st, Merchant. Pet Jan 29. Feb 24 at 11. Lewis, Gt James-st, Bedford-row.

Hobbs, Geo, Prisoner for Debt, London. Pet Feb 4 (for pau). Brougham. Feb 26 at 12. Dobie, Basinghall-st.

Langridge, Wm, Red Hill, Surrey, Licensed Victualler. Pet Feb 8. Roche. Feb 26 at 12. Richards, Charing-cross.

Masters, Chas, Oak Village, Mansfield-rd, Kentish-town, Coachmaker. Pet Feb 5. Pepps. Feb 27 at 2. Strutt, Adelphi-ter, Strand.

Miller, Wm, Rushey-green, Lewisham, Builder. Pet Jan 29. March 2 at 12. Saxton, Chapsel-de.

Neesham, Geo, & Hy Philby, Southall, Grocers. Pet Feb 7. Roche. Feb 26 at 12. Marshall, Lincoln's-inn-fields.

Potter, Edwin, King-st, Hammersmith, Draper. Pet Feb 8. March 2 at 12. Nind, Basinghall-st.

Pyrke, Thos King, Adelaide-villas, Northumberland-pk, Tottenham, no occupation. Pet Feb 3. Feb 24 at 2. Nind, Basinghall-st.

Ryves, Thos 'Jas, Kent House-rd, Major. Pet Feb 6. Pepps. Feb 27 at 2. Merriman & Pike, Austinfriars.

Smart, John, Brick-lane, Spitalfields, Butcher. Pet Feb 7. March 2 at 11. Dobie, Basinghall-st.

Smith, Anna Maria, Avenue-rd, Regent's-pk, Housekeeper. Pet Feb 4. Pepps. Feb 27 at 12. Dubois & Co, Church-passage, Gresham-st.

Sparkis, Richard, Long-acre, Licensed Victualler. Pet Feb 5. Pepps. Feb 27 at 12. Dobie, Basinghall-st.

Stocker, Geo, Gloucester-mews West, Hyde-pk, Chimney-sweeper. Pet Feb 6. Roche. Feb 26 at 11. Marshall, Lincoln's-inn-fields.

Swift, Wm Alfred, Grafton-st, Bond-st, Hotel Keeper. Pet Feb 6. Pepps. Feb 25 at 11. Lomax, Old Bond-st.

Vallas, Geo Prince, Bayham-st, Camden-Town, Zinc Worker. Pet Feb 7. Pepps. Feb 25 at 2. Pittman, Upper Stamford-st.

Wolf, Jacob, Woburn-pl, Russell-sq, Merchant. Pet Feb 2. March 2 at 11.

To Surrender in the Country.

Abrahams, Myers, Dover, Kent, Glazier. Pet Feb 5. Greenhow. Dover, Feb 22 at 12. Fox, Dover.

Allen, John, Layer de la Haye, Essex, Shoemaker. Pet Feb 6. Barnes. Colchester, Feb 29 at 11. Goody, Colchester.

Bartie, Edward, Gt Harton, York, Painter. Pet Feb 7. Bradford. Feb 25 at 9.15. Dawson, Bradford.

Boys, Wm French, Everton, nr Lpool, Linguist. Pet Feb 7. Hime. Lpool, Feb 25 at 3. Henry, Lpool.

Bryars, Michael, Brampton, Derby, Grocer. Pet Feb 7. Wake. Chesterfield, Feb 27 at 11. Gee, Chesterfield.

Cawood, Thos, Stanningley, nr Leeds, out of business. Pet Feb 5. Marshall. Leeds, Feb 21 at 12. Hume, Leeds.

Cornes, Thos Watkins, & David Allen Jones, Birkenhead, Chester, Timber Merchants. Pet Feb 4. Lpool, Feb 24 at 12. Atkinson, Lpool.

Crake, John, St Helen's, Southport, Lancaster, Joiner. Pet Feb 5. Andell. St Helen's, Feb 22 at 11. Swift, St Helen's.

Crankshaw, Wm, Ramsbottom, Lancaster, Cotton Waste Dealer. Pet Feb 6. Grundy. Bury, Feb 27 at 10. Blackburn, Ramsbottom.

Crees, Hy, Prisoner for Debt, Winchester. Adj Jan 22. Howard. Portsmouth, Feb 29 at 12. Champ, Portsea.

Cross, Matthew, Ticking, York, Cattle Dealer. Pet Feb 7. Wilson. New Milton, Feb 25 at 11. Dale, York.

Delany, John, Lpool, Manager. Pet Feb 8. Lpool, Feb 24 at 11. Norton, Lpool.

Drury, Geo Kelson, Farmborough, Somerset, Licensed Victualler. Pet Feb 7. Wilde. Bristol, Feb 21 at 11. Bartrum, Bath.

Edwards, Thos, Prisoner for Debt, Lancaster. Adj Jan 15. Lpool, Feb 24 at 11.

Ellis, John, Wakefield, York, Corn Factor. Pet Feb 8. Leeds, Feb 24 at 1. Simpson, Leeds.

Farrell, Patrick, Salford, Lancaster, Builder. Pet Feb 6. Macrae. Manch, Feb 27 at 12. Sale & Co, Manch.

Felding, Jas, Egreton, Chester, Cotton and General Dealer. Pet Feb 6. Lpool, Feb 21 at 11. Anderson & Collins, Lpool.

Fuller, John Hy, Lpool, Insurance Broker. Pet Feb 8. Lpool, Feb 22 at 12. Norris & Son, Lpool.

Fuller, Robt, Waldron, Sussex, Miller. Pet Jan 27 (for pau). Blaker. Lewes, Feb 20 at 11.

Goldsmith, Wm, Addestone, Surrey, Saddler. Pet Feb 7. Gregory. Chertsey, Feb 24 at 11. Grazebrook & Paine, Chertsey.

Goulden, Thos, Manch, Coal Merchant. Pet Feb 29. Harriss, Manch, Feb 26 at 11. Grundy & Conison, Manch.

Hadwen, John, Carnforth, Lancaster, Bootmaker. Pet Feb 7. Harriss. Manch, Feb 25 at 11. Burton, Westmorland.

Harley, Geo, Ipswich, Suffolk, Journeyman Currier. Pet Feb 6. Freymann. Feb 21 at 11. Hill, Ipswich.

Harris, Fredk, Sedgley, Stafford, Retail Brewer. Pet Feb 5. Walker. Dudley, Feb 24 at 12. Fellows, Bilston.

Hickton, Jonathan, Sheffield, Baker. Pet Feb 6. Wake. Sheffield, Feb 27 at 11. Sugg, Sheffield.

Higginson, John, Allesley, Warwick, Tailor. Pet Feb 5. Kirby. Coventry, Feb 25 at 3. Smallbone, Coventry.

Holloway, Jas, Barnstable, Devon, Cabinet Maker. Pet Feb 7. Exeter, Feb 21 at 12. Clarke, Exeter.

Jones, Thos, Treaslaw, Glamorgan, Draper. Pet Feb 8. Spickett. Pontypridd, Feb 25 at 12. Davis, Cardiff.

Keenan, Patrick, Worthington, Cumberland, Innkeeper. Pet Feb 7. Waugh. Cockermouth, Feb 24 at 3.

Lugg, Robt, & Jas Price Morgan, Bristol, Wholesale Shoe Manufacturers. Pet Feb 1. Wilde. Bristol, Feb 21 at 11. Press & Co, Bristol.

Lunn, Wm, Hunslet, nr Leeds, Coal Loader. Pet Feb 8. Marshall. Leeds, Feb 21 at 12. Ferns, Leeds.

Marks, Wm, Taunton, Somerset, Innkeeper. Pet Feb 6. Exeter, Feb 25 at 12. Clarke, Exeter.

Marshall, Wm, Solihull, Warwick, Solicitor. Pet Feb 7. Tudor. Birm, Feb 21 at 12. East, Birm.

McCabe, John, West Gorton, Manchester, Provision Dealer. Pet Feb 7. Kay. Manch, Feb 27 at 9.30. Sutton & Elliott, Manch.

Guigen, Sarah Jane, & Kate McGuigan, Manch, Refreshment-Room Keepers. Pet Feb 8. Macrae. Manch, Feb 21 at 12. Storer, Manch.

Michell, John, Bishop Wearmouth, Durham, Jeweller. Pet Feb 8. Gibson. Newcastle-upon-Tyne, Feb 25 at 12. McKenzie, Sunderland.

Morgan, Geo, Lower Pennar, Pembroke, Sawyer. Pet Feb 6. Lanning. Pembroke, Feb 22. Parry, Pembroke.

Oppy, Christopher, Long Downs, Cornwall, Blacksmith. Pet Feb 6. Peter. Redruth, March 3 at 11. Holloway, Redruth.

Pool, Joseph, Birm, Journeyman Japanese. Pet Feb 1. Guest. Birm, Feb 21 at 10. PARRY, Birm.

Preston, Thos, Adlington, Lancaster, Cotton Spinner. Pet Feb 7. Macrae. Manch, Feb 27 at 11. Leigh, Manch.

Rhodes, Joseph, & Benj Pest, Pudsey, York, Wood Extractors. Pet Feb 6. Leeds, Feb 24 at 11. Carr, Leeds.
 Rolfe, Wm, Bishop's Castle, Salop, Writing Clerk. Pet Feb 6. Fardoe.
 Bishop's Castle, Feb 21 at 12. Jones, Welshpool.
 Sanders, John, Aston-juxta-Birm, Builder. Pet Feb 6. Tudor.
 Birm, Feb 21 at 12. James & Griffin, Birm.
 Scammell, Jas, Edington, Wilts, Farmer. Pet Feb 5. Wilde. Bristol,
 Feb 21 at 11. Bramble & Co, Bristol.
 Shaw, Wm, Newark-upon-Trent, Nottingham, Hatter. Pet Feb 6.
 Newark, Feb 29 at 10. Ashley, Newark.
 Smith, Jas, Bolton, Lancaster. Pet Feb 7. Holden. Bolton, Feb
 26 at 10. Hinnell, Bolton.
 Smith, Cornelius, Pembury, Kent, Bootmaker. Pet Feb 7. Alleyne.
 Tonbridge Wells, Feb 24 at 4. Arnold, Tonbridge Wells.
 Smith, Chas, Manch, Licensed Victualler. Pet Feb 7. Harrias.
 Manch, Feb 25 at 12. Corbett & Wheeler, Manch.
 Smith, Sarah, Plymouth, Devon, Fish Dealer. Pet Feb 8. Exeter,
 Feb 24 at 12. Edmonds & Sons, Plymouth.
 Stone, Wm, Cromford, Derby, Builder. Pet Feb 6. Tudor. Birm,
 Feb 25 at 11. Jones & Griffin, Birm.
 Stratford, Geo Hy, Pateley Bridge, York, Farmer. Pet Feb 6. Leeds,
 Feb 24 at 12. Middleton & Sons, Leeds.
 Taylor, Hannah, Willoughby, Lincoln, Coal Dealer. Pet Jan 30.
 Stephen. Leeds, Feb 26 at 11. Stainland & Wigelsworth, Boston.
 Waring, Joseph, Rawmarsh, York, Butcher. Pet Feb 5. Newman.
 Rotherham, March 2 at 1. Fernell, Sheffield.
 White, Saml, Southampton, Photographer. Pet Feb 6. Thorndike.
 Southampton, Feb 20 at 12. Mackey, Southampton.
 Whittaker, Geo, Glossop, Derby, Innkeeper. Pet Feb 6. Harrias.
 Manch, Feb 26 at 12. Leech, Derby.
 Wigglesworth, Chas, Prisoner for Debt, Lancaster. Adj Dec 17. Kay.
 Manch, Feb 25 at 9.30.
 Williams, Robt, Chester, Stonemason. Pet Feb 6. Lpool, Feb 24 at
 11. Churton, Chester.
 Wilton, Wm, Tavistock, Devon, Baker, Pet Feb 7. Bridgman. Tavistock,
 Feb 17 at 11.30. Chilcott, Tavistock.
 Wright, Jas, Milton-next-Gravesend, Kent, out of business. Pet Feb
 6. Southgate. Gravesend, Feb 24 at 11. Sharland, Gravesend.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 7, 1868.

Hutchinson, Wm, Salford, Lancaster, Engineer. Feb 3.
 Lambert, Wm, Dover-rd, Southwark, out of business. Feb 5.
 Roberts, Thos, Manch, Commercial Agent. Feb 3.
 Thomas, John, Brunswick-pl, Hoxton, Tailor. Feb 4.

TUESDAY, Feb. 11, 1868.

Bickford, Hy, Basinghall-st, Fanny Goods Importer. Feb 7.
 Brooks, Hy, Clarendon-rd, Notting-hill, Builder. Feb 8.
 Cook, John, Jarrow, Durham, Draper. Feb 7.
 Rogers, Ishmael, jun, High-st, Camden-town, Retail Boot Salesman.
 Feb 4.
 Thomas, John, Melnyddol, Llanfair, Montgomery, Miller. Feb 3.

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 State what Life Policy (if any) is proposed to be effected with the Gresham Office in connexion with the security.

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At a GENERAL MEETING of the PROPRIETORS of the LAW LIFE ASSURANCE SOCIETY, held on February 2, 1868,

RICHARD NICHOLSON, ESQ., CHAIRMAN,

The DIRECTORS presented their Report and the Accounts of the Society during the past year, the Forty-fifth of its existence.

From these it appeared that the Assets of the Society on the 31st of December, 1867, exceeded FIVE AND A QUARTER MILLIONS STERLING, and that its Annual Income amounts to HALF A MILLION.

The number of Policies effected during the year is 209, assuring £370,947, and producing in Annual Premiums £13,576; being an increase of £3,603 over the New Premiums received during the previous year.

The amount of Claims accrued upon death during the past year is—

Sums assured under 212 Policies	£215,852
Bonuses payable therewith	89,456
Together	<u>£305,308</u>

The corresponding item in previous years' accounts was—

Sums assured under 226 Policies	£297,071
Bonuses paid therewith	124,351
Together	<u>£421,422</u>

During the last seven years the Society has paid no less a sum than TWO AND A HALF MILLIONS sterling in Claims upon death, inclusive of Bonuses.

Since its establishment the amount paid in Claims upon death is upwards of SEVEN AND A HALF MILLIONS sterling, of which amount ONE AND THREE-QUARTER MILLIONS has been by way of Bonus.

The charges of Management, inclusive of the sum assigned by the Proprietors as remuneration to the Directors, amount to but 2 per cent. on the Society's Income.

The Balance Sheet presented with Report was as follows:—

Dr.

Proprietors' Guarantee Fund—Balance, December 31, 1867	£882,724	2	8
Assurance Fund ditto ditto	4,440,192	4	6
Unissued Drafts for Claims, &c., in course of payment	25,720	9	0
	<u>£5,348,636</u>	<u>16</u>	<u>2</u>

Cr.

Investments in Government Securities	£264,353	6	9
Debentures and Bonds	496,468	12	6
Investments on Mortgage (principal and interest, in course of payment)	4,108,433	9	0
Loans on Policies (principal and interest, in course of payment)	128,351	0	8
Railway Debenture Stock (principal and interest, in course of payment)	92,800	0	0
Connemara and Mayo Estates	213,340	0	0
Office Premises in Fleet-street	13,100	0	0
Bills receivable	896	12	4
Petty Cash Balance	218	1	6
Balances at Bankers	30,675	13	5
	<u>£5,348,636</u>	<u>16</u>	<u>2</u>

Prospectuses, Statements of Accounts, and Forms of Proposal may be obtained from, and Assurance effected through any Solicitor in Town or Country, or by direct application to the Actuary at the Society's Office, Fleet-street, London.

WILLIAM S. DOWNES, Actuary.

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ESTABLISHED 1836.

SUBSCRIBED CAPITAL, £2,500,000, IN 50,000 SHARES OF £50 EACH.

PAID-UP CAPITAL, £925,428.

RESERVE FUND, £425,428.

Directors.

NATHANIEL ALEXANDER, Esq.
JOHN EDMUND ANDERDON, Esq.
THOMAS TYRINGHAM BERNARD, Esq.
PHILIP PATTON BLYTH, Esq.
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FREDERICK HARRISON, Esq.
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WILLIAM NICOL, Esq.

General Manager—WILLIAM McKEWAN, Esq.

Chief Inspector—W. J. NORFOLK, Esq.

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Chief Accountant—JAMES GRAY, Esq.

Inspectors of Branches—H. J. LEMON, Esq., and C. SHERRING, Esq.

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AT THE ANNUAL GENERAL MEETING OF THE PROPRIETORS.

HELD ON THURSDAY, THE 6th FEBRUARY, 1868.

AT THE CITY TERMINUS HOTEL, CANNON STREET STATION.

The following Report for the Year ending the 31st December, 1867, was read by the Secretary.

WILLIAM NICOL, ESQ., IN THE CHAIR.

The directors in submitting to the proprietors the balance-sheet of the bank for the half-year ending the 31st of December last, have the pleasure to report that, after paying all charges, and interest to customers, and making provisions for bad and doubtful debts, the net profit amount to £82,624 15s. 4d. This sum, added to £7,981 1s. 1d., brought forward from the last account, produces a total of £89,705 16s. 5d.

The usual dividend of 6 per cent. is recommended, together with a bonus of 3 per cent. for the half-year, both free of income tax, which will absorb £81,895 0s. 3d., and leave £7,810 16s. 2d. to be carried forward to profit and loss new account. The dividend for the whole year 1867 will thus be 20 per cent.

The directors have to announce the retirement of Coles Child, Esq., from the board on account of ill health, and the election of Frederick Francis Esq., in his stead. This creates a vacancy in the auditorship, which it is in the power of the meeting to fill up.

The directors retiring by rotation are Hugh Culling Eardley Childers, Esq., M.P., Philip Patton Blyth, Esq., and Edward William Terreck Hamilton, Esq., M.P., who being eligible, offer themselves for re-election.

The dividend and bonus (together £1 16s. per share), free of income tax, will be payable at the Head Office, or at any of the branches, on and after Monday, the 17th inst.

BALANCE SHEET of the London and County Banking Company, 31st December, 1867.

[illegible]